1. Scope
These General Terms and Conditions of Sale ("GTC") exclusively govern the relationship between Vetropack NEMŠOVÁ s.r.o. ("Vetropack") and the customer, unless otherwise agreed in writing.

2. Form of Contract
Contracts concluded by Vetropack are exclusively binding on Vetropack. Any contracts or amendments of contracts (incl. any waiver of the written form requirement) must be in writing.

3. Prices and Terms of Payment
(1) Vetropack's prices are not fixed and do not include the statutory value-added tax, customs duties, recycling fees or any other levies. All prices are subject to change by Vetropack without prior notice.

4. Packaging, Delivery
(1) Packaging shall be at Vetropack's discretion.
(2) Delivery shall be Ex Works in accordance with INCOTERMS, as amended, and is modified by agreement between the parties. Delivery of all goods will be at the customer's risk and risk of loss under the contract of carriage and transport to the customer on the latter's request, however, without assumption of any further liability and against payment, unless otherwise agreed in writing.
(3) Nothing to the contrary has been agreed, pallets and protective layers remain with the customer at the price stated in Vetropack's price list in force at the time of delivery. The customer shall be entitled to remove the pallets in a quality suitable for re-use in accordance with Vetropack's quality requirements within 30 days from delivery, they will be re-purchased by Vetropack from the customer at the price in the respective Vetropack price list.

5. Deliveries, Delivery Dates and Delivery Periods
(1) Vetropack shall be free to choose the place of production and the place of dispatch/pick-up.
(2) Excess or under-deliveries of up to 10% shall be permissible without any liability of Vetropack therefore. The customer shall pay for the quantity delivered. Partial deliveries shall be permissible.

6. Retention of Title
(1) The goods delivered shall remain Vetropack's property until full payment of the entire purchase price, including interest and costs.
(2) This retention of title shall also apply if the goods are processed by the customer, as long as the goods have not been paid in full. If the retained goods are combined, mixed or blended with other goods, Vetropack shall become co-owner of the new asset at a share equal in proportion to the price of the retained goods and the value of the other goods. In all cases, the customer will store the new asset for Vetropack at no cost to Vetropack.
(3) The customer is obliged to immediately notify Vetropack of any measures (e.g. enforcement measures) taken by third parties with respect to the goods. On request by Vetropack, the customer will remove the goods or perform any other acts as specified by Vetropack. The customer waives its right to seize an action of repossession if Vetropack picks up the delivered goods which remain subject to the retention of title.
(4) The customer may sell the goods in the ordinary course of its business. The customer undertakes to assign all claims arising against third parties from the resale in the amount of its outstanding debt portion which shall notify the third parties accordingly. Vetropack accepts the assignment as security for the outstanding payment. Vetropack reserves the right to enforce the claim, too, as soon as the customer fails to duly perform its payment obligations.

7. Liability for Defects, Quality Control
(1) The limitation period for claims arising from defective performance, or if granted, from a quality guarantee is one year, computed from the date on which the customer could have asserted the first time. Glass breakage can only be claimed if the defect arises from production of the glass container and affects more than 5% of the goods supplied in the respective delivery.
(2) Vetropack only accepts liability for the suitability of the delivered goods for the specific purposes envisaged by the customer if these purposes have been specifically agreed upon in writing in the contract. The customer agrees not to use the goods purchased in an improper manner and for any other purpose whatsoever. If the quality of the goods delivered deviates significantly from the contract specification or from the quality as defined by Vetropack's factory standards, the goods delivered will not be deemed defective. As to weight, contents, dimensions, print layout and glass colour of the goods, the statutory tolerances and the tolerances customary in the trade shall apply, unless the parties have agreed otherwise. Unless explicitly agreed in writing, Vetropack shall not be obliged to ensure that the goods delivered conform to laws and regulations other than the applicable law under section 12 below.
(3) The customer shall inspect the goods delivered immediately upon receipt. Obvious defects in the goods delivered within 8 days of receipt of delivery, at the latest. Hidden defects must be notified by registration as soon as they have been identified, however no more than later than within 6 months after delivery, failing which the delivery shall be deemed to have been properly performed. As further notice of defects, written without notice shall also under the condition of the warranty claims. Any notice of defective delivery must be presented without delay and in writing, failing which it shall not be accepted. Each notice of defective delivery must be presented without delay and in writing, failure to do so shall result in loss of any rights. The passing on of the goods to third parties is considered as unconditional acceptance of the goods.
(4) On request, the customer shall provide Vetropack with samples of the defective goods and shall allow Vetropack to carry out an investigation on the site where the goods have been processed or stored and where they have been definitively justified and have been submitted in a timely manner, Vetropack shall be free to either replace the defective goods by defect-free goods or to repair them, replacing replaced parts. The customer may only withdraw from the contract or demand a price reduction if Vetropack can prove itself to have been in default within a reasonable grace period granted by the customer in writing. Vetropack is obliged to accept returns only upon prior agreement; the customer bears the whole cost of returning the goods and the deterioration of returns. As long as the customer has not fulfilled its contractual obligations, the contract may be withdrawn by the customer's warranty claims. The customer can claim damages from Vetropack in warranty in accordance with the legal provisions.
(5) The above provisions apply accordingly to defects arising from advice or secondary obligations forming part of the contract.

8. Moulds, Tools, Preliminary Studies, Projects
The cost of Vetropack's moulds, machining, purchasing and modifying of custom-specific moulds and tools for the benefit of the customer. Ownership of such moulds and tools and all related intellectual properties arising thereof shall remain with Vetropack. In the event of settlements, the customer shall be bound by a duty of confidentiality towards third parties.

9. Damages
(1) To the extent permitted by law, Vetropack shall not be liable for (i) damage not caused to the delivered goods themselves, but by their use or further processing, (ii) consequential damage (caused by a defect), exemplary damage, indirect damage, financial loss, lost profit and/or damage/losses incurred by the customer or third parties due to a combination of container, filling and cap, or (iii) third party claims, as such penalties against the customer, are not based on what legal ground they are based.
(2) To the extent permitted by law, Vetropack's entire liability under the contract, no matter on which title it is based, shall not exceed the EXW total net price of the respective order. The limitation of liability referred to in this section 9 shall likewise apply in respect of (i) vicarious agents of Vetropack, (ii) contractors with Vetropack for their own account, designs or works provided by it to Vetropack, which do not infringe copyright or other intellectual property rights of Vetropack, and (iii) the indemnity and hold Vetropack harmless in this regard.

10. Export Prohibitions and Acts of God
(1) Unforeseeable business disruptions or other hindrances, for which Vetropack is not responsible, such as embargoes, sanctions, other national or international export or import barriers (e.g. foreign trade regulations) as well as acts of God (e.g. interference by public authorities, acts of war, fire, natural disasters, delays in the supply of energy and raw materials, labour disputes, in particular strike and lockout) shall release Vetropack from any delivery obligations as long as these circumstances exist, without reverting to the contract, and the customer is not entitled to withdraw from the contract to the extent it has not yet been fulfilled, fully or in part, with respect to the remainder of the order. Vetropack shall not be held responsible for damages incurred by Vetropack by obliging to pay damages. Vetropack shall also not be responsible for the circumstances referred to above if they occur during Vetropack's default.
(2) The customer undertakes to refrain from the following transactions: i) Transactions with persons, organisations or bodies included in a sanctions list in accordance with EU regulations or US export regulations, ii) prohibited transactions with UN/Gens embargo countries, and iii) transactions for which the requested authorisation has not been obtained. The customer is liable for a 30% of the purchased value of the goods within the first 30 days of delivery incurred by Vetropack as a result of a violation of the above provisions.

11. Data Collection, Jurisdiction, Governing Law, Miscellaneous
(1) Information received is confidential and shall only be disclosed to and only if agreed in writing and marked respectively. Vetropack stores the customer's personal and business data in electronic data processing systems. The customer authorises Vetropack to process and save such data to the extent necessary and in accordance with EU and EFTA and in the Ukraine for purposes of its or its actual or potential business relationship with the customer, until Vetropack is notified in writing that the business purpose has ceased or has been requested by the respective person. For these purposes the customer accepts the application of the EU General Data Protection Regulation (also the benefit of data subjects protection) and hereby waives any claim of their rights and undertakes to fully comply with it in respect of Vetropack's data and, if not done, shall hold Vetropack harmless from any claims, demands or damages.
(2) In individual provisions of the contract, including these terms and conditions, or in event of conflicting provisions of the contract, the validity of its remaining provisions shall not be affected thereby. The entirely or partly valid provision shall be replaced by a provision whose economic sense is closest to that of the void provision.
(3) In the event subject matter jurisdiction for the seat of VETROPACK NEMŠOVÁ s.r.o. shall have exclusive jurisdiction over all disputes arising from or in any way connected with the fact that Vetropack shall in addition have the right to bring any matter to the ordinary courts at the customer's seat. This contract shall be governed and interpreted in accordance with the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.