



FEVE s.r.o. General Terms and Conditions

Valid from

October 1, 2018



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1) Preliminary general provisions

These General Terms and Conditions (hereinafter only as “T&Cs”) govern the contractual relationship between FEVE and the customer.

a) Parties

“FEVE“

FEVE s.r.o., registered office at Podnikatelská 878, Hrabová 720 00 Ostrava, ID 286 17 355, C 34953 registered at Regional Court in Ostrava, represented by Fabien Blé and Valérie Blé, company agents.

“Customer“

is any legal or natural entity, or private person who orders or requests one or more services rendered by the FEVE company.

b) FEVE company services portfolio

The FEVE company specializes in surface working and offers the services related to these activities as well.

All services rendered by the FEVE company are presented on its website www.feve.cz. For more information about the services provided, please contact us at +420 595 700 800 or by e-mail kontakt@feve.cz, we will be happy to help you.

c) The FEVE company facilities

At present, the FEVE company operates at the following address: Podnikatelská 878, 720 00, Ostrava – Hrabová, the Czech Republic.

d) Glossary of terms and abbreviations

T&Cs – public General Terms and Conditions of the FEVE s.r.o. company

Additional works – extra performance not included in the agreed scope of works or services. Additional works generate additional costs.

Additional costs – costs incurred by FEVE that exceed the planned costs stated in the proposal, and at the same time, are caused by a change on the part of the customer.

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“Tailored” technology – is a technology financed (after mutual agreement) on basis of the customer’s demand for a particular process, where such investment has been calculated into the selling price. It is related a to specific work or works.

2) Conditions of cooperation

- I. Before commencing any cooperation, project, or a subsequent project phase, a request for services must be issued. FEVE shall issue a price proposal based on this demand.
- II. The request for services must clearly state all requirements, including supply of the required supporting information (data concerning parts/components, information regarding the required delivery date, technical drawings and documentations, packaging instructions, etc.) which are clearly readable and in Czech or English. Documentation may be supplied in printed form or in digital version, i.e. in PDF or MS Office format.
- III. If an anticipated quantity of collected pieces per annum has been stated in the request, the price shall be calculated in respect to this number.
- IV. In case a decrease of more than 10% compared to the anticipated annual quantity stated in the request occurs, the customer is obliged to bring this facts to the attention of the FEVE company as soon as possible. In such case, the FEVE company reserves the right to re-calculate the price and to issue a new price proposal based on the adjusted anticipated annual quantity.
- V. In case of decrease in serial production orders compared to the demanded quantity, FEVE reserves the right to charge the additional costs incurred. This concerns for example introduction of a “tailored” technology, where the costs of the investment into the technology would not be covered.
- VI. The proposal validity is always 12 months from the issue date (unless specified otherwise in the proposal). For projects lasting longer than 12 months, FEVE reserves the right to adjust the price, or, alternatively, to issue a new price proposal. The customer must be informed about this fact minimum one month in advance.



- VII. The prices stated in the price proposal are binding only after a sample testing has been successfully completed. FEVE shall be able to try the demanded process on the particular pieces during this testing.
- VIII. Each price calculation and proposal issued by FEVE is being issued only for one particular customer defined in the price proposal. No price proposal is valid for any other customer.

a) Sample testing

- I. Sample testing is required for all new parts.
- II. Conditions for the sample testing must be stated in the Quality Agreement that is not part of these "T&Cs".
- III. New goods are introduced to the production process only after they have been successfully tested by the sample test.

b) Orders

- I. Minimum order value

Minimum amount for one order is set to CZK 1,400 without VAT, or alternatively, EUR 60 without VAT. If this condition is not met, the price of the order shall be increased to match the minimum order price.

- II. Minimum number of pieces in one order

Barrel line zinc plating – value of the total quantity for one part type must be equal or more than CZK 500.

Rack line zinc plating – value of the total quantity for one part type must be equal or more than CZK 1,000 and equal or more than CZK 1,300 in case of black passivation zinc plating.

Washing (industrial grease removal) – value of the total quantity for one part type must be equal or more than CZK 300.

Note. Abovementioned prices are without VAT.



c) Conditions for acceptance of parts/components into production

- I. The transported goods must be in good condition, including its packaging; i.e. intact, clean, and dry. The FEVE company shall not be held responsible for any damage caused by an improper or insufficient packaging.
- II. FEVE may refuse to process any damaged or very dirty parts. In case of the very dirty parts, FEVE reserves the right to invoice additional costs associated with their cleaning to the customer.
- III. Parts must be separated and legibly and visibly labelled in order to be quite obvious what part, weight, and quantity there is.
- IV. In case the customer requires the goods to be delivered packaged with an interlayer material, it shall procure such material itself and will deliver it together with the parts for processing every time in sufficient amount. Such interlayer material can be also procured by the FEVE company for an extra payment.

d) Order processing

- I. The parts are received for production on basis of a delivery note/order issued by the customer. All items and quantities must be mentioned on this delivery note/order.
- II. Customer has to provide such packaging as not to damage the material after processing. This means no dirty or wet packaging. In case cleaning or drying of the packaging intended for the processed parts is needed, FEVE will invoice the additional costs incurred for the work and the material used to the customer.
- III. Parts after processing are packed according to the packaging instructions. Packaging instructions must be defined as an integral part of the order; if that is not the case, FEVE may invoice any additional costs to the customer.
- IV. In case FEVE did not receive any packaging instructions, the parts shall be packed into the original packaging provided by the customer in which the material was received for processing.



e) Dispatching goods

- I. When the components are ready for dispatching, FEVE will inform the customer either via phone, or in writing via e-mail, or via sending the delivery note in digital form that the goods may be picked up at the processing plant.
- II. Unless otherwise agreed, the customer is obliged to pick up the goods within five business days from the date it was informed by the FEVE company that the goods are ready for dispatch the latest. If the goods are not picked up within 5 business days, FEVE reserves the right to charge the customer a fee in the amount of CZK 300 per day. This fee applies to one palette place.
- III. In case the customer engages an external carrier that it ordered itself, it is obliged to bring this fact to attention of the FEVE company, together with the name and the license plate ("SPZ") of the vehicle that will be picking up the goods.

f) Prices, extra charges, and invoicing

- I. All listed prices are without VAT.
- II. Price proposal is prepared beforehand for each part or for individual operations taking place on the production line. Price in the proposal is always stated per piece, dm², or a kilogram, depending on the requirements listed in the order. If the customer changes the requirements, FEVE reserves the right to change the price.
- III. Price proposal is valid since the date of issue, unless stated otherwise in the proposal. Customer has the right to disagree with the price, however, it is obliged to inform FEVE about this fact in writing (via e-mail) and both parties may subsequently negotiate the change of the price. If the above did not occur, the latest price proposal for the given part is valid.
- IV. In case of big changes in exchange rates, FEVE reserves the right to change the prices. Customer shall be informed about any potential change of prices by FEVE minimum one month in advance.
- V. Prices for sample testing shall be always assessed individually, based on the Customer's requirements.



VI. Extra charges

If the costs of the order increase, FEVE reserves the right to invoice extra charges.

Zinc re-plating: + 20% (customer provided already zinc plated components)

Urgent delivery time - immediate: + 100% (see section: h) Delivery times)

Urgent delivery time to the second day: + 50% (see section: h) Delivery times)

Double zinc plating: + 100% (always agreed upon with the customer)

Other extra charges for works outside the scope of the order (i.e. additional works) shall be calculated individually for each specific case.

- VII. FEVE shall issue an invoice for the services rendered on basis of the order or the delivery note. If agreed upon with the customer, FEVE may issue one invoice covering several orders or delivery notes.
- VIII. Invoice maturity period starts with the invoice issue date. Invoice maturity period is always stated in the FEVE proposal.
- IX. In case the payment of the invoice is delayed, FEVE charges late payment interest of 0.05% for each day of the delay.
- X. FEVE may stop all works on the goods newly received for surface working without advance notice to the customer in case of repeated delays in the payment of invoices. In this case, FEVE has the right to stop the dispatching of the already processed goods until the day the invoices are duly paid.
- XI. Additional costs incurred in connection with a payment made via banking transfer from abroad shall be fully paid by the customer.
- XII. Invoices must always be paid by the customer in such manner as to ensure that the funds are credited to the FEVE account on the invoice due date the latest.
- XIII. The customer is obliged to pay the invoiced amount to the FEVE account stated in the invoice and to use the correct variable symbol. The FEVE company accepts payments in CZK and EUR.



- XIV. If the customer sends the money to the wrong account or sends an incorrect amount, he is obliged to pay the required amount to the correct account within the invoice maturity period.
- XV. In the case of sending bulk payments, the FEVE company must receive a credit advice via e-mail to ucetnictvi@feve.cz with a list of variable symbols and amounts.
- XVI. FEVE reserves the right to limit the period during which any inconsistencies in the invoice may be complained about. This period is set to 30 days from the date of invoice issue. After the end of the 30-day period, no later complaints will be taken into account by FEVE.
- XVII. Minimum invoice amount is set to CZK 1,400 without VAT or EUR 60 without VAT.

g) Shipment and conditions of delivery

- I. Conditions of delivery are always defined in course of the request process and listed in the relevant order.
- II. If the shipment is being arranged by the FEVE company, FEVE reserves the right to increase the price in case any long-term detours which have not been calculated in the price occur.

h) Delivery times

Valid for business days within the Czech Republic.

I. *Standard delivery time*

Standard delivery time is set up to the 4th day from the day of receipt, always depending on the hour of delivery. I.e. in case the parts are received on **Monday** at 9 a.m., the goods will be dispatched on **Thursday** at 9 a.m.

This standard delivery time can be met only in case the volume of the order is maximum 15% higher compared to the volume of a standard order made in course of the past half-year. If the increase in volume is higher than 15%, the customer is obliged to bring this facts to attention of the FEVE company well in advance.

II. *Urgent delivery time to the second day (extra payment charged: + 50%)*

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Zinc plating in the span of 24 to 48 hours from the delivery of the material.

III. *Urgent delivery time – immediate (extra payment charged: + 100%)*

Zinc plating in the span of 5 to 24 hours from the delivery of the material.

IV. Terms and conditions for urgent processing

Any requirement for a shorter processing period (to the second day or immediately) must be consulted and subsequently approved by the FEVE company.

V. Individual delivery times

An individual delivery date can be agreed upon and specified according to the customer's requirements.

i) Opening hours

I. Reception and dispatch of material

Every business day (business days in the Czech Republic) from 8 a.m. to 4 p.m.

The carrier must plan the arrival of the vehicle within the abovementioned period in order to completely unload or load all material.

The abovementioned is understood as a period of time when the material may be transported to or from FEVE without any previous agreement needed.

For the possibility to transport the goods to or from FEVE outside of the opening hours, please contact the authorized employee (see Final provisions, section I. Contacts).

II. Office

Every business day from 8 a.m. to 4 p.m.

3) Confidentiality, protection of know-how and personal data

I. Customer may not disclose or transfer in any way any confidential information related to the FEVE company trade secrets or know-how to any third party in course of the cooperation and also after it has been finished.



- II. By your consent to these Terms and Conditions, you also consent to processing of your personal data according to the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL dated April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, for the purposes of acceleration of mutual business contact and correspondence beyond the data in public registers that include the name, surname, contact e-mail, phone number, and other information required for invoicing.
- III. Your consent is voluntary, it is provided for an indefinite period of time and can be revoked at any time.

4) Responsibility and insurance

- I. Unless stated otherwise, FEVE is liable for damages up to twice the amount of an annual turnover with the given customer.
- II. FEVE has subscribed to a third-party liability insurance for Europe, as well as the rest of the world, with exception of the USA and Canada. Customer is obliged to inform FEVE about the fact that the parts are planned to be shipped to the abovementioned markets in advance. Customer is obliged to inform FEVE about the fact that the parts are being dispatched to the two abovementioned countries in advance. Failing to do so, it assumes all responsibility for potential additional costs incurred.

5) Quality and claims

All terms and conditions regarding quality, quality arrangements, and terms and conditions for claims are addressed separately by partial agreements concluded between FEVE and the customer.

6) Final provisions

- I. Contacts

General contact:

+420 595 700 800, kontakt@feve.cz

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Receival and dispatch of material:

+420 740 742 377, expedice@feve.cz

Sales department:

Kryštof Macošek, +420 725 783 356, kma@feve.cz

Quality department:

Miroslav Vassilev, +420 740 742 370, mva@feve.cz

Accounting department:

+420 595 700 800, ucetnictvi@feve.cz

- II. The T&Cs are valid for an indefinite period of time.
- III. T&Cs are in force since the date stated in the document header.
- IV. In case of disagreement with these T&Cs on the part of the customer, it is possible, by mutual agreement, to enter into an amendment or a framework purchase contract regulating the relationship between FEVE and the customer.
- V. All sections in these T&Cs are binding.
- VI. For cases not provided for by these T&Cs, the contractual relationship and other mutual rights and obligations are governed by the laws of the Czech Republic, in particular by the provisions of the Civil Code and the relevant provisions of legal regulations in force in the Czech Republic.
- VII. In case of a conflict of the language versions, the version in Czech is always decisive.