GENERAL TERMS AND CONDITIONS effective as of October the 9th 2026

1. Scope

These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") govern all business relations established between HOKR, spol. s r.o., registered office: Smilova 485, Pardubice 530 02, company registration number: 00580295, or HELIANTHUS-C s.r.o, registered office: Langrova 38, Lázně Bohdaneč 533 41, company registration number: 25986341, or CHEMAGRA s.r.o., registered office: Langrova 38, Lázně Bohdaneč 533 41, company registration number: 25982605 (hereinafter referred to as the "**Supplier**"), and third parties (hereinafter referred to as the "**Customer**"), within the framework of which the Supplier supplies the Customer with goods from its product range. These Terms and Conditions also govern relations between the Supplier and its partners under a framework or other similar agreement on partnership and long-term cooperation (hereinafter referred to as the "**Framework Agreement**"). These Terms and Conditions always form an integral part of a purchase contract and also apply to all subsequent purchase contracts without the need for such applicability to be notified separately.

All business relations are governed by the laws of the Czech Republic, including, but not limited to, Act No 89/2012, the Civil Code (hereinafter referred to as the "**Civil Code**"). These Terms and Conditions constitute the basic terms and conditions for the sale of the Supplier's goods and, insofar as they derogate from the non-mandatory provisions of the applicable laws of the Czech Republic, they take precedence over such provisions. Any divergent provisions laid down in the Customer's terms and conditions are hereby expressly rejected and are valid only if expressly agreed in writing by the Supplier. If the Supplier does not raise an objection, under no circumstances does this imply tacit acceptance of such terms and conditions by the Supplier. Divergent provisions in individual contracts between the Supplier and the Customer (a purchase contract, a framework purchase contract, partnership agreements, cooperation agreements, etc.) take precedence over these Terms and Conditions.

2. Contracting

Individual purchase contracts for goods from the Supplier's range are concluded on the basis of a written purchase order from the Customer, on the basis of a verbal order placed by the Customer during an in-person purchase, by email, or by telephone; such an order is always subject to explicit or implicit acceptance by the Supplier. If only a part of a purchase order is accepted, a purchase contract is concluded only to the extent of the part of the purchase order thus accepted. A purchase contract is also concluded by the act of the actual delivery of the goods as ordered, i.e. by the Customer taking delivery of the goods in person, by the taking of delivery of the goods at an agreed location, or by the dispatch of the goods via an external transport service, or by delivery by the Supplier (whichever occurs first).

Emails sent from the Customer's email address from which the Supplier is contacted or via which the Customer communicates with the Supplier are also deemed to be a purchase order. A purchase order may also be placed via the Supplier's website at https://hokr.cz/, https://hnojiva.cz/ or https://hnojiva.sk/.

By placing any purchase order (or making any other proposal to enter a contract), the Customer signifies its agreement to the current version of the Terms and Conditions. The Customer has been advised (especially on the order confirmation, on the Supplier's website, at the Supplier's premises where the Terms and Conditions are posted, in copies prepared for the Customer, etc.) of the need to study the Terms and Conditions before placing a purchase order; by placing a purchase order, the Customer signifies its agreement to the current version of the Terms and Conditions.

By placing a purchase order for goods, the Customer assumes all responsibility for the correct application of the product ordered and for any subsequent damage resulting from the incorrect selection of the product and use thereof. The Customer is obliged to have only trained experts handle the goods ordered. The Customer is responsible for ensuring compliance with all applicable statutory and official regulations concerning the further use and/or resale of the goods.

The Customer is fully responsible for any purchase order drawn up and sent by the Customer (and for any purchase order drawn up by persons to whom the Customer grants access to the Supplier's system or email box), i.e. also for the number of items ordered and the correctness of the goods. The Supplier is not obliged to accept and process a purchase order from the Customer, but always assesses it according to the Supplier's capabilities.

The placing of a purchase order for goods serves as confirmation that all employees and persons present at the Customer's premises are authorised to act on behalf of the Customer (in particular to enter into contracts for the purchase of goods and to take delivery of goods, including the signing of all confirmations), and that they are authorised to enter into contractual relations with the Supplier on behalf of the Customer, to acknowledge the Supplier's obligations, to take receipt of the goods delivered, and to confirm invoices and delivery notes, etc. These persons are expressly deemed to include persons present at the Customer's premises and at any place designated by the Customer for delivery as per the Customer's purchase order or instructions. The Customer undertakes to take delivery of ordered goods at the agreed place of supply, and to confirm receipt of the goods on a delivery note, consignment note, or invoice (with a signature and stamp).

3. Quantity

For goods of a bulk nature, such as industrial fertilisers or agricultural commodities, the Supplier may, at its discretion, deliver a quantity up to 10 % lower or up to 10 % higher than the quantity stated in the purchase order. The Purchaser undertakes to accept and pay for the quantity so delivered. The purchase price shall be calculated on the basis of the quantity actually delivered.

4. Date of supply and place of delivery

The date and place of delivery and the conditions under which the goods ordered are to be transported are negotiated by the Supplier with the Customer in each separate case or are determined in advance by mutual agreement of the parties and on the basis of business practices established between the Customer and the Supplier. The date of supply is the date agreed for pick-up of the goods by the Customer at the Supplier's premises or for delivery of the goods to be taken by the Customer (or by other persons such as the Customer's employees or persons present at the Customer's designated collection point), the date on which are left at the agreed delivery point agreement or according to established practice, or the agreed date of arrival of the goods at the delivery point as agreed by the parties.

A delay in the delivery of goods by the Supplier is deemed to be a minor breach of contract. If the Supplier fails to deliver the goods even within a four-week grace period, the Customer is entitled to withdraw from the contract. The grace period for supply commences on the day following the day agreed as the date of supply. The Customer must give notice of contract withdrawal in writing, i.e. by courier service, fax data message or email. Contract withdrawal takes effect when notice thereof is served on the Supplier. If the Customer would incur any damage as a result of late delivery, the Customer must notify the Supplier thereof in the purchase order. To the extent permitted by law, the Customer's claims for damages on the basis of late delivery or in the event of contract withdrawal are precluded.

If the Customer sends a freight vehicle for goods to be picked up from one of the Supplier's warehouses:

a) the Supplier must be notified of the pick-up at least five working days in advance; the notification must specify the transport company, the number of the vehicle, the name of the driver, and the type, packaging, and quantity of goods to be picked up;
b) the driver of the freight vehicle must pick up the goods on the agreed day during working hours, no later than midday, unless expressly agreed otherwise;
c) the driver of the freight vehicle must present valid personal identity documents and documents for the vehicle used; if dangerous goods are being picked up, the driver must also have the right equipment and documents relating thereto.

Any claims by the Customer stemming from late delivery are precluded in such a case, regardless of the nature thereof.

In all cases, the Customer is obliged to accept deliveries in instalments. The Customer acknowledges that the Supplier does not hold most of the product range in its own warehouses, but orders products from its own suppliers following a purchase order from the Customer; in view of this fact, it is agreed that the Supplier is not liable, especially in relation to goods that it does not guarantee as "in stock", for the timely delivery of goods, which may be delayed due to various logistics-related factors.

5. Pricing

The Supplier's selling prices are quoted exclusive of value added tax. Any bonuses, discounts, credit notes for goods, etc., are calculated on the basis of selling prices net of value added tax.

If energy input prices and/or input material prices change by more than 5% compared to the situation on the date of conclusion of a purchase contract, the Supplier is entitled to adjust the prices of the goods proportionally according to the change in the prices of energy and/or input materials. The Supplier is obliged to document a change in energy and/or input prices to the Customer if so requested. The price of the goods does not include any packaging or shipping costs, unless otherwise agreed or provided for below.

If the exchange rate of the CZK (Czech Crown) to the EUR (European Monetary Union) or the USD (US Dollar) changes by more than 3 % compared to the rate on the date of conclusion of the purchase contract, the Supplier is entitled to make unilateral adjustments to the prices of the goods to the extent of the change in the exchange rate. The applicable exchange rate for such purposes is the middle rate published by the CNB (Czech National Bank).

The Supplier is entitled to demand that the Customer make an advance payment of up to 100 % of the purchase price before the goods are delivered, especially in cases of large or unusual individual purchase orders. Before the advance payment is made, the time limits for delivery of the goods do not start and the Supplier is not liable for any damage caused by non-delivery of the goods.

The right to payment of the price of the goods is time-barred 10 years after the date on which such right could have been exercised for the first time.

6. Terms of delivery, passage of risk of damage to goods

Unless otherwise agreed in writing, the type and route of transport is determined by the Supplier. The Customer must confirm receipt of goods on the delivery note and/or consignment note (stamp + signature) without undue delay and deliver the delivery/consignment note thus confirmed to the Supplier's registered office or business premises within 5 working days, unless the delivery note is confirmed by the Customer and handed over to the Supplier upon receipt of the goods or on the invoice.

The Supplier is entitled to suspend further deliveries of goods to any customer who defaults on the obligation to confirm and hand over a delivery note for goods previously delivered. During any period of Customer default in confirming and handing over a delivery note for goods previously received (as well as payment thereof), the Supplier is not deemed to be in default in respect of the delivery of goods, and the agreed time for delivery of further goods is extended by the period of Customer default in confirming and handing over the delivery note (and payment for goods previously delivered), and the Supplier is entitled to withdraw unilaterally from the delivery contract.

If the Customer fails to take delivery of goods at the agreed time and place, the Supplier may demand storage fees and the reimbursement of costs up to 100 % of the agreed price.

If, by agreement of the parties, the Supplier sends goods to a place designated by the Customer, the goods are deemed to have been delivered upon handover to the first carrier for the transportation thereof. The risk of damage to the goods passes to the Customer upon such handover of the goods to the first carrier. If, by agreement of the parties, the Supplier is obliged to deliver the goods to a place designated by the Customer by means of the Supplier's own vehicle, the risk of damage to the goods passes to the Customer upon receipt thereof from the crew of the Supplier's vehicle or, especially in the event of night deliveries or the absence of the Customer, upon the depositing, in the agreed manner at the agreed place, of the goods that are to be delivered. The Supplier is not liable for damage to goods during unloading from a vehicle if the unloading is carried out by the Customer. If the Customer instructs the Supplier to hand over goods to a Customer employee at a designated place or to deposit the goods somewhere where no Customer employee is present, the risk of damage to the goods passes to the Customer by such instruction. If goods are handed over at the Supplier's registered office or sales outlet, the risk of damage to the goods passes to the Customer upon receipt of the goods. Where reference is made in a contract to INCOTERMS, the terms of delivery in the contract are governed by those INCOTERMS (issued by the International Chamber of Commerce in Paris), as published in 2020.

Individual collection and take-back of used packaging from the Purchaser may be agreed separately, including the applicable terms and price. They are not a standard service provided by the Supplier and are not included in the delivery of the goods. This does not affect the Supplier's statutory obligations concerning packaging for deliveries within the Czech Republic, which the Supplier fulfils through the authorised packaging company EKO-KOM, a.s.

7. Defects and claims

Upon receipt of the goods, the Customer is obliged to conduct a proper inspection of the goods and to notify the Supplier of any defects that can be identified with the naked eye during such a visual inspection. Such notification must take the form of a written record in the delivery/consignment note. If the Buyer fails to notify the Supplier of such defects upon receipt of the goods or to make a written record thereof in the delivery/consignment note, the Supplier is not liable for such defects. If goods are delivered to the Customer via a transport service provider, the Customer is obliged to inspect the goods properly upon receipt thereof and, where a defect is detectable by sight alone, to make a note of such fact with the carrier. If the Customer fails to provide such a note upon filing a claim, the claim need not be accepted by the Supplier. The presence of defects does not entitle the Customer to refuse to take delivery of goods.

The Customer is obliged to unpack the goods immediately after receipt or delivery thereof and to conduct a proper inspection while taking all professional care. Any defects in the quantity, quality, and workmanship of the goods as compared to the purchase order or delivery documents must be notified to the Supplier without undue delay, and in any event not later than 3 days after receipt or delivery of the goods to the Customer. The Supplier is not liable for defects claimed by the Customer after that time limit. The Customer may file claims about the quality of goods purchased from the Supplier at any of the Supplier's sales outlets. Claims about defects in goods are deemed to have been accepted if the Customer makes the claim in writing, by courier service, fax, data message or email, and therein specifies the exact nature of the defect. Latent defects in goods must be notified to the Supplier without undue delay after the Customer has been able to discover them by timely inspection and due diligence, and in any event within one month of delivery of the goods, otherwise the Supplier is not liable for such defects. When defects are claimed, without undue delay the Customer shall send the Supplier, should the Supplier so request, samples of the defective goods and documents proving the defects, and in addition take samples of the goods together with an expert appointed by the Supplier and take evidence in the manner specified by the Supplier. If the Customer fails to comply with the obligation under the preceding sentence, the validity of a claim cannot be assessed and none of the rights arising from defective supply will be acknowledged.

As soon as the Customer discovers a defect in goods, any further handling of the goods, including, but not limited to, (further) processing of the goods, becomes inadmissible without the express written consent of the Supplier, otherwise any rights arising from a claim of defects are extinguished. When defects are claimed, this does not relieve the Customer of its payment obligations.

Goods declared to be defective shall not be returned to the Supplier without the Supplier's prior written consent; this does not apply to samples requested by the Supplier. If goods are nevertheless returned to the Supplier without prior consent, the Supplier is entitled to the reimbursement of all costs incurred in connection therewith. The Customer is not entitled to derive any rights or other legal consequences from the fact that the Supplier has taken receipt of returned goods. Similarly, the Supplier's examination of defects does not entitle the Customer to any rights or other legal consequences; in particular, such examination is not deemed to be an acknowledgement of the defects claimed.

The Supplier is not liable for fair wear and tear of goods caused by normal use thereof, for damage caused by chemical factors, for damage caused by improper storage at the Customer's premises, etc. Nor is the Supplier liable for damage caused by improper operation, improper or inappropriate application, or other improper use, or for damages caused by third-party intervention. The Customer is obliged to follow the original procedures recommended by the manufacturer for the handling, storage, and application of goods.

8. Warranty and liability

The Supplier is solely liable for the fact that, at the time of passage of the risk relating to the goods, the goods conform to expressly agreed specifications. Furthermore, no other warranty, whether express or implied, is given by the Supplier for any other properties of the goods. The Customer bears all risks relating to the usability of the goods for a particular purpose or in a particular manner unless written assurances to the contrary have been given by the Supplier. The provisions of this Section apply mutatis mutandis to all rights arising from such assurance.

If the defects in the goods have been duly notified to the Supplier and sufficiently specified, the Supplier, at its own discretion and with due regard for the interests of the Customer, will provide a discount on the purchase price of the goods, make a replacement delivery (exchange) of defective goods, deliver missing goods, or take back defective goods in whole or in part and refund the Customer a proportionate part of the purchase price. All other claims against the Supplier, including, but not limited to, claims relating to direct or consequential damage, are expressly precluded to the extent permitted by law. Such preclusion includes claims for liability for damage caused by a product defect.

The Customer is obliged to indemnify the Supplier for claims filed by third parties against the Supplier based on defects in a product manufactured using goods sold to the Customer.

Claims by the Customer which cannot be precluded by law are limited to a maximum of the purchase price of the goods in question, insofar as this is permissible under the law.

If the Customer is a natural person – consumer, the provisions of these Terms and Conditions do not apply to the extent that their application is precluded by mandatory legal provisions. If the Customer is a natural person – consumer, legal relations between the Supplier and the Customer are governed by the relevant provisions of law, including, but not limited to, the Civil Code. If the Customer is not a consumer, the Supplier is liable for defects in the goods in accordance with the provisions of these Terms and Conditions, or, where matters are not covered by these Terms and Conditions, in accordance with the relevant provisions of the Civil Code.

9. Terms of payment

Unless it is agreed that payment is to be made in cash at the Supplier's cash desk, the Customer is obliged to pay the invoice on time and without deductions so that the funds are delivered to the Supplier by the due date. The Supplier will issue an invoice and hand it over to the Customer (handover may take the form of dispatch by post or email); if the Customer does not receive the invoice with the goods, the Customer must request it in writing from the Supplier within 14 working days of receipt of the goods and, in cases of doubt, the Customer is deemed to have received the invoice on the 14th working day after delivery of the goods. Where the method of payment is indicated as "in cash" on the invoice, this does not mean that the goods have been paid for in cash, but that they are to be paid for by the Customer in cash by the due date, and for such payment a separate receipt will be issued to the Customer. For the avoidance of doubt, the parties stipulate that if the Customer does not receive an invoice, the agreed purchase price is payable within 30 days of the date of delivery of the purchase order to the Supplier, irrespective of any other circumstances. If the Customer defaults in the payment of the price of the goods or any other supply under these Terms and Conditions and the contract to the Supplier, the Customer is obliged to pay the Supplier, in addition to statutory default interest, a contractual penalty of 12 % per annum. Such a contractual penalty is always payable as at the date on which the Supplier becomes entitled to payment thereof. Payment of a contractual penalty is without prejudice to the Supplier's right to compensation for damage. Failure to make payment by the due date shall result in all outstanding receivables of the Supplier against the Customer becoming immediately due and payable. The Supplier is also entitled to withdraw from a contract if enforcement or insolvency proceedings are opened against the Customer or if the Customer enters into liquidation.

The Supplier is entitled to set a so-called credit limit (or credit line) for each Customer. The credit limit represents the maximum value of goods that the Supplier is willing to deliver to the Customer without immediate payment. This limit is determined individually and serves to manage credit risk. Once the customer reaches full utilization of the credit limit, whether by the total value of delivered goods, outstanding invoices, or other obligations towards the supplier, no further deliveries will be released until the customer settles part of their obligations, even before the invoice due date. The Supplier reserves the right to modify or revoke the credit limit at any time based on the Customer's payment discipline, financial situation, or other relevant factors. Failure to deliver goods due to the buyer's insufficient credit limit shall not be considered a delay on the part of the Supplier and grants the Supplier the right to unilaterally withdraw from the supply contract without prior notice.

The Customer is not entitled to assign any receivables owed by the Supplier to a third party or to unilaterally set off any receivable against the Supplier without the Supplier's prior written consent. If the Customer defaults in payment due to the Supplier or to another member of the HOKR, spol. s r.o. group of companies (hereinafter referred to as "HOKR"), the Supplier reserves the right, in addition to its other rights and claims, to suspend any further delivery of goods. The same right under the preceding sentence is also available to the Supplier if the Customer is suspected of having financial problems, in particular in the event of a writ of execution on the Customer's assets or insolvency proceedings with the Customer (all this also applies to any person related or connected to the Customer). The Customer is not entitled to withhold payments on the basis of alleged counterclaims that have not been acknowledged by the supplier, nor to set off payments against such counter-claims.

10. Reservation of title

The goods are the sole property of the Supplier until the purchase price is paid in full. If goods are processed, mixed, or combined with other materials, the Supplier acquires partial ownership of the resulting products in proportion to the value of the goods used relative to the other materials. In case goods are sold to third parties, the Customer hereby assigns in advance to the Supplier all the Customer's claims arising therefrom, up to the extent of the Supplier's claims, and the Supplier hereby accepts such assignment. The Customer is obliged to inform the Supplier without undue delay if goods remaining in the Supplier's ownership have been affected by any third-party rights or by the enforcement of a decision of a public authority (in particular in enforcement or other similar proceedings against the Customer or in the exercise of the powers of public authorities), and must assist the Supplier in protecting the Supplier's rights and legitimate interests, in particular in proving that the Supplier is the owner of the goods. In addition, the Customer will pay all the Supplier's costs in connection therewith, including, but not limited to, the costs of avoiding enforcement.

Upon payment of the full purchase price for the goods, as charged under the relevant invoice, ownership passes to the Customer. If the purchase price for the goods is not paid by the due date, the goods may be removed from the Customer; the Supplier is unilaterally entitled to make such removal even without withdrawing from the contract. The Customer is obliged to allow the Supplier's employees to remove goods immediately upon demand and expressly authorises them to remove such goods from the Customer's premises or warehouse themselves. This is without prejudice to the Customer's obligation to pay a contractual penalty, default interest, compensation for costs and damage, and other costs associated with the removal of the goods and withdrawal from the contract.

11. Withdrawal from the contract

If the Customer withdraws from a concluded contract or binding purchase order before the goods are dispatched by the Supplier (or, if they are to be collected in person, before the goods are collected), the Customer is obliged to pay the Supplier a cancellation fee of 20 % of the agreed price of the goods in question. If the goods have already been dispatched by the Supplier, Article 6 of these Terms and Conditions applies.

12. Force majeure

In the event of a force majeure affecting the Supplier or its suppliers and preventing the performance of outstanding delivery obligations to the Customer, the Supplier is entitled, at its own discretion, to suspend the commencement of performance of its delivery obligations to the Customer for the duration of the impediment and a reasonable period of time thereafter, either in whole or in part, or to withdraw from the purchase contract in whole or in part, without the Customer acquiring any rights therefrom. If delivery is delayed for more than six weeks due to a force majeure, the Customer is entitled to withdraw from the purchase contract in respect of the part of the goods affected by that delay.

Force majeure includes, but is not limited to: all natural disasters, such as earthquakes, lightning, frost, fog, storms, floods; war, epidemics, laws, official interventions, seizures, transport disruptions; prohibition of importation, exportation, or transit; international payment restrictions; the disruption of raw materials and energy; operational disruptions, such as mechanical breakdown, explosions, fires, strikes, sabotage, and lockouts; any incidents that could only have been prevented at a cost or with means that would have been unreasonable for the Supplier.

13. Intellectual property protection

If the Supplier's goods bear the trademark and/or logo of the company and the goods are rearranged, repackaged, processed, mixed with other products, etc., by the Customer, the Supplier's marks may only be used subsequently with the Supplier's prior written consent.

14. Consultation

Consultations carried out by the Supplier's employees do not constitute any contractual relationship and do not give rise to any incidental obligations in relation to the relevant purchase contract. Details and information concerning the suitability and use of goods are not binding on the Supplier and are in no way obligatory. To the extent permitted by law, the Supplier assumes no liability on the basis of such consultations.

15. Other provisions

These Terms and Conditions take effect from October the 9th 2026 and supersede the General Terms and Conditions previously issued.

Business practices do not take precedence over any provisions of these Terms and Conditions or any legal provisions, even those that are non-mandatory.

In relation to a Framework Agreement of which these Terms and Conditions constitute a part, the Supplier is entitled to unilaterally change these Terms and Conditions at any time; the Supplier shall inform the Customer of any such change by email sent to the address specified by the Customer in the Framework Agreement. If the Customer disagrees with the new wording of the Terms and Conditions, the Customer is entitled within 14 days of the date of receipt of the information on the change to the Terms and Conditions to terminate the Framework Agreement with a three-month notice period.

If any provision of these Terms and Conditions is found to be invalid or ineffective, this will not affect the validity of the contract. Invalid or ineffective provisions will be replaced by valid and effective provisions of the relevant legislation which, from a legal and economic point of view, come as close as possible to the invalid or ineffective provision.

By placing a purchase order, the Customer declares that the Customer has studied thoroughly the contents of these Terms and Conditions and understands all the provisions, and that all provisions hereof are consistent with usual terms and conditions agreed in similar cases and are not unilaterally disadvantageous to the Customer in any respect. The contracting parties hereby expressly exclude the application of Sections 1732(2), 1799, and 1800 of the Civil Code.