
GENERAL BUSINESS, DELIVERY AND COMPLAINTS CONDITIONS OF WPC - WOODPLASTIC a.s.



1. Contact information

WPC - WOODPLASTIC a. s.

registered office: Na Folimance 2154/17, Vinohrady, 120 00 Prague 2

Company ID: 08920354

business and warehouse address: Bukovany 181, Týnec nad Sázavou, postal code 257 41

phone numbers: +420 720 618 342; +420 224 936 841

E-mail address: objednavky@woodplastic.cz.

website: www.woodplastic.cz, www.mojeterasa.cz

2. Basic Provisions

- 1.1. These general business, delivery and complaints conditions (hereinafter referred to as **"GBC"**) of the company WPC - WOODPLASTIC a. s., company ID: 08920354 with its registered office at Na Folimance 2154/17, Vinohrady, 120 00 Prague 2 (hereinafter also the company **"WPC"**) regulate the rights and obligations of WPC and the buyer before, during and after the legal relationship established by concluding the purchase agreement, on the basis of which WoodPlastic® products are used or installed (WoodPlastic® boards, hereinafter referred to as the **"Product"**, **"Products"** or **"Subject of Purchase"**). These GBC are part of the Purchase Agreement for WPC's Products and define in particular the process of ordering the Product, as well as the rights and obligations of the parties to the purchase agreement.
- 1.2. By the purchase agreement, WPC, as the seller, undertakes to hand over the Subject of Purchase to the buyer, the end customer within the meaning of Section 419 of Act No. 89/2012 Sb., the Civil Code (hereinafter the **"CC"**) and allow him to acquire ownership of this Subject of Purchase and the buyer undertakes to take over the Subject of Purchase and pay the purchase price to the seller for it.

3. How to Order the Product

3.1. Products can be ordered in the following ways:

- a) **Through the e-shop.** After sending the order from the e-shop, WPC will send you an advance invoice, unless the Product is to be delivered cash on delivery. WPC requires registration for e-shop purchases. The agreement is concluded at the time of binding ordering of goods from the e-shop catalogue.
- b) **By e-mail** which must contain the exact specification of the Product, name and surname of the buyer, billing address of the buyer, and possibly the delivery address if different from the billing address of the buyer, e-mail and telephone connection. In this case, WPC will send the buyer a form called "Order Confirmation" which must be completed and returned to WPC. As soon as WPC receives the duly signed order confirmation, it will immediately send you an advance invoice. The contract is concluded when WPC receives the signed "order confirmation" document from the buyer.
- c) **In person** at the WPC warehouse address. In this case, the purchase agreement is concluded at the time of payment of the purchase price of the Product.

- 3.2. Prices of all Products (materials and accessories) can be found in CZK and EUR in the price list available on the WPC website. Prices are presented including all taxes (eg VAT) and fees, except for the cost of delivery of goods. VAT is charged according to valid legal regulations. In the case of above-standard requirements (eg dimensions, colours), the price is determined individually based on the specific order of the buyer.

4. Payment Terms

- 4.1. In the case of the sale of the Products in the form of collection by the buyer in the warehouse of WPC, it is possible to pay in cash or cashless using a payment card.
- 4.2. If an advance invoice is issued, the invoice is due on the date stated on the advance invoice. WPC is not obligated to deliver the Products before the payment has been credited to its bank account.
- 4.3. Final invoice is issued at the moment of taking over the Products.
- 4.4. In exceptional cases and by prior individual agreement, some small Products may be sent cash on delivery.
- 4.5. All bank fees related to the payment of advance invoices are paid by the buyer and are included in the price of the Products.
- 4.6. Other cases are regulated by an agreement with a specific buyer.

5. Terms of Delivery

- 5.1. The delivery time of the Products is given depending on the type of the Product and the volume of the order, always individually, depending on the production possibilities and available raw materials.
- 5.2. The stated delivery times are always indicative, unless explicitly confirmed by WPC as binding.
- 5.3. In exceptional cases, WPC reserves the right to a reasonable extension of delivery times. WPC will notify the buyer in advance and in a timely manner of any change.
- 5.4. When ordering an Atypical Product, WPC will announce the delivery date in advance depending on the form, quantity and type of the Products. The approximate delivery date of the Product is calculated by WPC from the date of receipt of payment of the advance invoice to WPC's bank account.
- 5.5. Product collection options:
 - a) In person at the WPC warehouse address;
 - b) The buyer's contract carrier at the WPC's warehouse address;
 - c) In exceptional cases, the Products may be sent to the destination by the transport service chosen by WPC, but only by prior agreement with the buyer. The buyer will be informed in advance about the price of the transport service. The amount of the transport price will be determined individually according to the specific order of the buyer. The price of the transport service is paid by the buyer. Unless otherwise agreed, WPC always uses the INCOTERMS (2010) EXW clause.

6. Withdrawal from the Purchase Agreement

- 6.1. The buyer has the right to withdraw from the purchase agreement within 21 calendar days of receiving the Subject of Purchase. If the buyer withdraws from the purchase agreement, WPC will reimburse him without undue delay, but no later than 45 days after the withdrawal from the purchase agreement, the purchase price of the Subject of Purchase, including delivery costs in the lowest possible and offered amount (if subject to Purchase), received from him on the basis of the purchase agreement, in the same way. WPC is entitled to return the received funds to the buyer in another way if the buyer agrees and if he does not incur additional costs.
- 6.2. WPC does not bear the cost of returning the Products in the event of the buyer's withdrawal from the purchase agreement.
- 6.3. WPC is not obligated to return funds to the buyer before receiving the returned Products.
- 6.4. The buyer is obliged to return the Subject of Purchase clean and undamaged, packed in the original packaging, as the original packaging of the Products has an exclusive nature.
- 6.5. The possibility of returning the Subject of Purchase does not apply to custom (atypical) production - Products modified according to the wishes of the buyer.

7. Product Defects and Product Quality Warranty

- 7.1. WPC is liable for defects in the Product until the risk of damage to the Product passes to the buyer.
- 7.2. In the event of collection of the Product by the buyer at WPC's warehouse address, the risk of damage to the Product passes to the buyer upon receipt of the Product by the buyer. If the buyer does not take over the Product at the agreed time at the warehouse address, WPC is entitled to demand adequate payment for the storage of the Product.
- 7.3. In the case of transport of the Product by the agreed carrier of the buyer at the address of the WPC warehouse, the risk of damage to the Product passes to the buyer at the moment of taking over the Product by the buyer's carrier.
- 7.4. WPC warns that if the buyer has not ordered the transport of the Subject of Purchase from WPC, WPC will not be liable for any damages incurred during the transport. The buyer is therefore obliged to assert any claims against his carrier. The same applies if WPC has provided the buyer with a contact for an external carrier.
- 7.5. For the Products sold at a lower price, WPC shall not be liable for defects due to which a lower Product price has been agreed.
- 7.6. WPC is not liable for defects in the Products that the buyer, with the usual attention, had to recognize when concluding the purchase agreement.
- 7.7. The buyer is obliged to inspect the Product as soon as possible after the risk of damage to the Product has been passed and to make sure of its quality, properties and quantity. If the buyer does not do so, and if he does not report the defect of the Product in time, his rights from the defective performance expire.
- 7.8. Discrepancies in the quality, quantity or type of the Subject of Purchase must be notified in writing within three (3) days of receipt.
- 7.9. WPC provides the following types of warranties:
 - a) 25 year extended warranty for home use; and
 - b) 10 year extended warranty for commercial use;
 - c) Basic 5 year warranty;
 - d) Basic 2 year warranty;
- 7.10. WPC provides the mentioned type of warranty for those Products that are expressly listed under that type of warranty, always under the conditions and to the extent specified in the specific type of warranty. The warranty under the conditions set out for a particular type of warranty lasts for the period specified for that particular type of warranty.
- 7.11. The guarantee is provided to the person of the buyer. The guarantee can be transferred from the buyer to a third party (eg the new owner of the property), provided that all documents necessary for the exercise of rights from defective performance under the warranty are handed over and on the basis of a valid assignment of rights from defective performance.
- 7.12. If a defect occurs on the Product during the relevant warranty period, the buyer has the rights from the defective performance according to Section 2169 of the Civil Code. The buyer is obliged to choose the method of handling the complaint. If the buyer does not choose the method of settling the complaint when exercising the right from defective performance at WPC, this right belongs to WPC.
- 7.13. In order to exercise the right arising from defective performance, the buyer must provide a copy of the proof of purchase (especially the delivery note) and a photograph of the claimed Product. Such proof of purchase must come from WPC or a registered and/or certified reseller of the Products and must include at least (1) the date of purchase of the Product and (2) the fact that the buyer has purchased at least as many Products as he considers defective. The buyer is obliged to exercise the right from defective performance no later than thirty (30) days after the discovery of a defect in the Product or other failure of the Product, ie without undue delay.
- 7.14. Upon detection of a possible defect of the Product, the buyer is obliged to secure the claimed Product from danger, as well as to ensure that further use of the claimed Product cannot cause damage. If necessary, the buyer must allow an authorized employee of WPC to enter

the premises where the claimed product is located so that WPC can assess the claimed defect. The Product defect must be assessed before permanent repairs to the Product can be made or the claimed Product can be removed (eg removed from the total area).

- 7.15. The buyer is not entitled to return any Products to WPC prior to the acknowledgement of the claim unless WPC so requests or agrees in writing to return the product.
- 7.16. The costs of removal or disposal of defective Products, as well as their transport, shall be borne by the buyer.
- 7.17. The warranty period does not run for the period from the delivery of the exercise of the right from defective performance to WPC until the resolution of the complaint. If the Product is replaced with a new Product, a new warranty period will begin to run from the moment the risk for this new Product passes to the buyer.
- 7.18. WPC will only accept a claim for the Product if the Product has been used above ground and in accordance with the installation and maintenance instructions issued by WPC (hereinafter referred to as the **"Instructions"**). Instructions are available from the appropriate WoodPlastic® sales representative or the relevant WoodPlastic® supplier, at <http://www.woodplastic.cz/o-materialu/ke-stazeni/> or in a paper form at the WPC warehouse address.
- 7.19. The new Product provided as a way of handling the complaint will be as close as possible to the colour, design and quality of the original claimed Product according to the production capabilities of WPC. The choice and final decision on the form of the new Product belongs to WPC. WPC cannot guarantee an exact match, as colours and designs may change and production stocks may be insufficient. The buyer agrees to the use of such fasteners that will be adequate for the reassembly of the delivered new Product in the opinion of WPC, regardless of the method used to install the claimed Product.
- 7.20. For warranty purposes, "commercial use" means the use of the Product in the course of business, while "domestic use" means any use of the Product that is not a commercial use.
- 7.21. Under the warranty, WPC does not perform and does not reimburse the installation costs of the Product, the removal of the Product, which the buyer considers to be defective or the reassembly of a new Product delivered on the basis of a recognized complaint as a way of settling the complaint.
- 7.22. Upon delivery of the new Product as a way of settling the complaint, the buyer is obliged to return the defective Product to WPC to the address of WPC's warehouse at the buyer's expense within 7 days of delivery of the new Product based on the settled complaint.
- 7.23. The warranty period begins when the risk of damage to the Product passes to the buyer and lasts for the period defined by each type of warranty.
- 7.24. The warranty under these GBC is a contractual arrangement of the parties to the purchase agreement and takes precedence over any other warranty provided to the Product by another person.
- 7.25. WPC is not liable for any damages incurred as a result of the use of the Product or as a result of damages arising directly or indirectly from any defect in the Product, including damage from decrease in value and/or loss of use or enjoyment of any property or part thereof.
- 7.26. The company is also not responsible for any condition of the Product caused by or with a high probability caused by:
 - a) improper installation of the Product and/or non-compliance with the Instructions as well as applicable laws or building standards, including improper supporting structure, mounting, ventilation or jointing;
 - b) use of the Product beyond normal use or application not recommended or permitted in the Instructions, as well as in applicable laws and building regulations, as well as intentional or grossly negligent damage;
 - c) by movement, deformation, collapse or settling of the soil or supporting structure on which the Product is installed;
 - d) defective or incorrect construction of the covering, which results in water penetration caused by incorrect installation, craftsmanship, maintenance or repair;
 - e) any force majeure (including flood, hurricane, tornado, wind, earthquake, lightning, hail, etc.);

- f) discolouration, fading, staining or colouration caused in whole or in part by the growth of moulds and other fungi on the surface of the Product, insects on the Product surface, organic substances, oxides of metals or particles (including rust or corrosion of any bonding material), pollution, other atmospheric or ambient pollutants, foreign substances such as grease or oil, chemicals (including those in detergents) or normal weathering (defined as natural efflorescence, exposure to sunlight, climatic and weather conditions causing any coloured surface to gradually fade, peel off or accumulate dirt and be mottled);
- g) damage resulting from a criminal offence or an act of a criminal nature, accident, fire or exposure to heat sources such as cooking appliances or reflective surfaces;
- h) use of paints, mordants, coatings or other chemicals, including detergents or pesticides;
- i) fading, peeling off or other deterioration of any paint, mordant or other coating applied to the Product;
- j) climate change, environmental conditions or any cause beyond our control;
- k) variation or change in colour of the Product (colour fastness) – Products have UV protection. However, WPC points out that these are wood Products and therefore colour variations may occur over time due to uneven exposure to UV radiation and moisture;
- l) process of maturation of the wood component;
- m) formation of water dust spots;
- n) occurrence of static electricity. WPC warns that under certain conditions, persons moving on the terrace from WPC Products may experience static electricity discharges. This is a common physical phenomenon found in most materials containing plastic;
- o) improper handling, maintenance, storage, misuse or neglect of the Product by the buyer and/or user;
- p) normal wear and tear;
- q) impact of objects or other mechanical damage;
- r) any fasteners not supplied or approved by WPC.

7.27. There is no warranty on fasteners other than WoodPlastic® fasteners; such fasteners, whether approved or otherwise, are covered only by the warranties provided by the fastener manufacturer and the buyer's only warranty is that manufacturer's warranty and judicial remedy.

7.28. WPC is not responsible for any improper installation of the Product and its use in the buyer's property, including whether the Product meets the requirements of legislation, technical standards or similar regulations applicable to the buyer's property.

7.29. WPC also does not provide architectural or engineering services. It does not provide any warranty or statement as to the suitability of the Products for the actual functional characteristics, capabilities, suitability or operation of the Products in the buyer's property or under the terms of use by the buyer.

7.30. Without limiting any other warranty provisions, all warranties will be void and WPC will not be required to comply with them if one or more of the following occurs:

- a) The product is not installed, maintained and/or used exclusively in accordance with the Instructions as well as all relevant legal regulations;
 - b) use of the Product contrary to the normal purpose as well as contrary to the Instructions, whether foreseeable or unpredictable;
 - c) failure to perform proper and timely maintenance or repairs;
 - d) failure to report a failure or defect of the Product in a timely manner;
- use of fasteners other than branded WoodPlastic® fasteners or approved concealed fasteners.

8. Types of Product Quality Guarantees

8.1. 25 year extended warranty for home use

- a) This warranty period (hereinafter referred to as the **“25 year extended warranty”**) for the Products listed below is twenty-five (25) years from the beginning of the Home Use Warranty and means that the Products will not be damaged by rot, wood-destroying fungi and insects.
- b) The 25 year extended warranty applies to the following Products : Decking boards Woodplastic® Premium, Max, TOP, Ambiente, ECO cladding, fence slats 90, fence slats 120, Woodplastic® finishing boards.

8.2. Extended warranty 10 years for commercial use

- a) The term of this warranty (hereinafter referred to as the **“10 year extended warranty”**) for the Products listed below is ten (10) years from the beginning of the warranty. The 10 year extended warranty applies to the Products that have been purchased and/or installed or are used for commercial use, and means that the Products will not be damaged by rot, wood-destroying fungi and insects.
- b) The 10 year extended warranty applies to the following Products : Decking boards Woodplastic® Premium, Max, TOP, Ambiente, ECO cladding, fence slats 90, fence slats 120, Woodplastic® finishing boards.

8.3. Basic 5 year warranty

- a) The term of this warranty (hereinafter referred to as the **“Basic 5 year warranty”**) for the Products listed below is five (5) years from the beginning of the warranty. The 5 year warranty period applies to Products that have been purchased and/or installed or used for home and commercial use. During this time, the Products will retain their initial properties.
- b) The basic 5 year warranty applies to the following Products: Decking boards Woodplastic® Premium, Max, TOP, ECO cladding, fence slats 90, fence slats 120, Woodplastic® finishing boards.
- c) The basic 5-year warranty also applies to WoodPlastic® fasteners for the above Products, as listed at www.woodplastic.cz .

8.4. Basic 2 year warranty

- a) The term of this warranty (hereinafter referred to as the **“Basic 2 year warranty”**) for the Products listed below is two (2) years from the beginning of the warranty for home and commercial use. During this time, the Products will retain their initial properties.
- b) The basic 2 year warranty applies to the following Products: WoodPlastic® Ambiente decking boards, Woodplastic® Ambiente finishing boards.
- c) The basic 2 year warranty also applies to WoodPlastic® fasteners for the above Products, as listed at www.woodplastic.cz .

9. Storage and handling

- 9.1. Products must be stored on a flat, ventilated surface and must be properly supported.
- 9.2. The face (walking) side (in the case of a decking board laid on the surface) must not be exposed to light during storage to prevent its discolouration.
- 9.3. The face side of the decking board of fence slat must not be laid directly on the ground to prevent damage to the surface of the Product.
- 9.4. When handling the Products, it must be taken into account that WoodPlastic® boards are heavier than conventional wood boards.

10. Protection of Personal Data

- 10.1. As a personal data subject, the buyer acknowledges that WPC is a data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of

27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as **"GDPR"**) and processes his personal data referred to in the header of the purchase agreement exclusively for the performance of the purchase agreement to which the data subject is a party and, where applicable, for legitimate interests of the relevant controller or third parties. The controller processes the personal data of the data subject for the period specified in the purchase agreement, usually for the duration of the rights arising from defective performance or rights under warranty.

- 10.2. In the case of processing personal data beyond what is necessary for the performance of the purchase agreement, or for the purposes of the legitimate interests of the relevant controller or third party, the controller is obliged to request the consent of the data subject.
- 10.3. The buyer has the right to be informed of what data WPC records about him, and is entitled to change this data, or to express his disagreement with their processing in writing. Supervision over the protection of personal data is performed by the Office for Personal Data Protection.
- 10.4. WPC undertakes not to provide the buyer's personal data to third parties other than the contracted carrier for the purpose of delivery of the goods and/or WPC's and/or the buyer's contractual partners who will supply and install the Product to the buyer.
- 10.5. WPC will allow purchases without registration. For purchases on the e-shop, or to make a request for the Subject of purchase on the e-shop, registration is necessary, but only with the informed consent of the data subject by pressing the button "I agree to processing personal data", because by filling in the registration form, the buyer only creates a request for the Subject of Purchase and does not yet conclude a purchase agreement.
- 10.6. The data of registered and unregistered buyers will be used by WPC exclusively for the possible conclusion of a purchase agreement, for the fulfilment of the Subject of Purchase, but not for marketing or business purposes.
- 10.7. WPC is only entitled to send its own commercial communication to the buyer if the buyer actively requests it, and only until the buyer informs WPC that he wants to stop sending. The buyer can send this notice to the electronic address obtained in connection with the performance of the agreement without incurring any costs.

11. Resolution of Disputes

- 11.1. Mutual disputes between WPC and the buyer are settled by ordinary courts.
- 11.2. Pursuant to Act No. 634/1992 Sb., On Consumer Protection, as amended, the buyer, who is a consumer, has the right to an out-of-court settlement of a consumer dispute arising from the purchase agreement. The Czech Trade Inspection Authority is the entity that is authorized to resolve disputes out of court. More information is available on the website www.coi.cz.
- 11.3. Out-of-court settlement of a consumer dispute is initiated exclusively at the request of the consumer, and only if the dispute has not been resolved directly with WPC. The application may be filed with WPC for the first time no later than 1 year from the date on which the consumer exercised his right in dispute.
- 11.4. For the duration of the negotiations on the out-of-court settlement of the dispute, the limitation and preclusion periods under the Civil Code shall not run or begin to run until one of the parties to the dispute expressly refuses to continue the negotiations.

12. Final Provisions

- 12.1. These GTC and WPC's legal relations with the buyer and the legal relations arising from them are governed by Czech law, even if the buyer is of a nationality other than Czech and/or paid the purchase price for the Product in a currency other than the Czech koruna (CZK).

12.2. These GTC are valid and effective from 01/11/2020.

In Prague on November 01, 2020

WPC- WOODPLASTIC a. s.