0. Definition of Terms and Abbreviations

Capitalized terms used herein and in connection with the Contractual Relationship shall, for the purposes hereof and any Contractual Relationship, have the meanings defined hereinbelow:

i. "Party" shall have the meaning defined in Article 3(1) hereof.

ii. "Delivery Note" shall mean any written document or handover/acceptance report on the delivery by the Supplier to KMV and on the acceptance by KMV of the Supplier from the Performance, which is the subject of the relevant Contractual Relationship. The Delivery Note shall be signed, at minimum, information on the Parties, the delivered Performance, and on the date of delivery.

iii. "Supplier" shall mean a natural person or a legal entity who or which is in a Contractual Relationship with KMV and is entitled to the obligations arising herefrom, regardless of whether such performance constitutes performance in connection with the relevant Contractual Relationship.

iv. "Supplier’s Account" shall mean an account of the Supplier maintained by a bank or a financial institution in accordance with Article 3(11) hereof.

v. "Defects" shall mean any defects or errors in the Performance which affect the normal use of the Performance.

vi. "KMV Group" shall mean Karlovarské minerální vody, a.s., its branches, subsidiaries or any other entity duly founded and existing under the laws of the Czech Republic or another legal order governing Intellectual Property, which shall be considered a party to the Contractual Relationship.

vii. "KMV Personal Data" shall mean personal data or any other information or data provided in whatever form by KMV to the Supplier, or otherwise acquired by the Supplier from KMV in connection with these General Terms and Conditions of Purchase of Karlovarské minerální vody, as amended.

viii. "KMV" shall mean Karlovarské minerální vody, a.s., a legal entity established, contractor or any work, or the supplier of any products, services, work, as well as of other goods or commodities.

ix. "Date of delivery" shall mean the date by or before which the Supplier shall be obligated to deliver to KMV the Performance, which is the subject of the relevant Contractual Relationship.

x. "Confidential Information" shall mean any information, data, materials, papers, documents, recordings of oral statements, or any other information and data provided in whatever form by KMV to the Supplier, or otherwise acquired by the Supplier from KMV in connection with these General Terms and Conditions of Purchase of Karlovarské minerální vody, as amended.

xi. "KMV to the Supplier, or otherwise acquired by the Supplier from KMV in connection with these General Terms and Conditions of Purchase of Karlovarské minerální vody, as amended.

xii. "Price" shall have the meaning defined in Article 6(5) hereof.

xiii. "Invoice" shall have the meaning defined in Article 5(3) hereof.

xiv. "Invoice" shall have the meaning defined in Article 6(5) hereof.

xv. "Defect Claim" or "Defect Claims" shall have the meaning defined in Article 6(5) hereof.


xvii. "Price, subject of Performance, Place of Performance, etc., the Party experiencing or becoming aware of any imminent default or find themselves in default in the fulfillment of any of the Supplier's obligations arising from the relevant Contractual Relationship, the affected Party shall notify the other Party of such change without unnecessary delay, however, not later than within seven (7) days following the date on which such change occurred.


xix. "Terms and conditions agreed between the Supplier and KMV within the relevant Contractual Relationship, regardless of whether any such obligation constitutes performance in kind or other fulfillment of a tangible or intangible nature, or any other performance rendered by the Supplier.

xx. "Intellectual Property Rights" shall mean any copyright and copyright-related rights, as well as any other intellectual or industrial property rights of any kind, which are subject to protection pursuant to the applicable legal regulations of the Czech Republic or any other relevant legal order, including Act No. 121/2000 Coll., the Copyright Act, Act No. 527/1990 Coll., on Inventions and Rationalization Proposals, Act No. 441/2009 Coll., on Trademarks, Act No. 207/2000 Coll., on the Protection of Industrial Designs, Act No. 478/1992 Sb., on Utility Models, as well as analogous legislation of the European Union in its valid wording.

xxi. "Protection of Intellectual Property Rights" shall mean any applicable legal regulations of the Czech Republic or any other relevant legal order governing Intellectual Property Rights.

xxii. "KMV Group" shall mean any company, organizational unit or other entity anywhere in the world, which belongs to the KMV holding.

xxiii. "Party" or "Parties" shall mean KMV or any other legal order governing Intellectual Property Rights.

xxiv. "Supplier’s Account" shall mean an account of the Supplier maintained by a bank or a financial institution in accordance with Article 3(11) hereof.

xxv. "Establishment of the Contractual Relationship" shall mean:

i. Execution of a written contract, agreement or other arrangement between KMV and the Supplier, or

ii. Acceptance of a written order of KMV by the Supplier in writing and without any reservations, wherein reference is made to these GTCP as being an integral part of such written order.

iii. Implied acceptance of a written order of KMV by the Supplier in the form of delivery of products, goods, work, services, other commodities, services, or other Performance requested by KMV in the particular order, or

iv. Written acceptance by KMV of a specific offer of the Supplier in the event of the other Party’s reservations.

v. "Personal Data Protection Act" shall mean Act No. 101/2000 Coll., on the Protection of Personal Data and Amendment to Some Related Acts, as amended, or any future generally binding legal regulation replacing the same.

vi. "Contractual Relationship" shall mean any purchase contract, contract for work, contract on procurement of a thing, or any other contract, agreement or arrangement establishing a contractual relationship between KMV as the recipient of the Performance and the payer of the Price, subject of Performance, Place of Performance, etc., the Provider of the Performance in favor of KMV arising from the Establishment of the Contractual Relationship. For the purposes hereof, the Contractual Relationship shall also mean a contract or agreement not having a contractual form provided that the Parties sufficiently determine the subject of their obligations therein.

1. Introductory Provisions

1.1. These GTCP constitute an integral part of the binding terms and conditions of any Contractual Relationship between KMV and any Supplier within the meaning of the provisions of Section 1751 of the Civil Code.

1.2. Any divergent arrangements agreed under the Contractual Relationship shall take precedence over the wording hereof.

1.3. By the Establishment of the Contractual Relationship, the Supplier confirms to be a legal entity duly founded and existing and the laws of the same. The another legal order, or a natural person – entrepreneur possessing a business authorization in accordance with the laws of the Czech Republic or another legal order permitting the Supplier to carry out business activities shall provide of the Performance in favor of KMV arising from the Establishment of the Contractual Relationship. For the purposes hereof, the Supplier shall also mean a contract or agreement not having a contractual form provided that the Parties sufficiently determine the subject of their obligations therein.

1.4. These GTCP, the Contractual Relationship, the rights and obligations of the Parties conditioned by or arising from the Contractual Relationship, including any matters explicitly not conditioned herein or under the Contractual Relationship, shall be governed by the applicable legal order governing Intellectual Property Rights, namely the Civil Code. Pursuant to the provisions of Section 88A of the Civil Procedure Code (Act No. 599/1963 Coll.), the general court exercising venue jurisdiction over KMV shall be competent to resolve any and all disputes arising from the Contractual Relationship.

2. Performance

2.1. The subject of Performance shall be at all times specified in writing with respect to the relevant Contractual Relationship.

2.2. The Supplier’s Performance shall be rendered at the Place of Performance by or before the Delivery Date and shall be deemed completed based on a written confirmation by KMV of the relevant Delivery Note.

2.3. Pecuniary performance on the part of KMV shall be effected within the Maturity Period to the Supplier’s Account and shall be deemed fulfilled at the moment the specific Price is debited from the account of KMV in favor of the Supplier’s Account.

2.4. The Parties undertake to closely cooperate with each another, in particular, to provide complete, true and timely information required for the due fulfillment of their obligations and, in the event of any substantial changes of the circumstances that affect or may affect the fulfillment of their obligations arising from the Contractual Relationship, the affected Party shall notify the other Party of such change without unnecessary delay, however, not later than within seven (7) days following the date on which such change occurred.

2.5. Each of the Parties undertakes to collaborate with the other Party as necessary to allow the due fulfillment of the obligations arising from the Contractual Relationship.

2.6. In order to ensure the optimum fulfillment of their obligations arising from the Contractual Relationship, the Supplier shall perform their obligations in a due and timely manner to avoid any default in the fulfillment of the same. Should any of the Parties become aware of any imminent default or find themselves in default in the fulfillment of their obligations, the Party in default shall immediately notify the other Party of the reason (s) of default and the possible remedies and shall extend a written warning to the other Party, in which the Party will request the other Party to negotiate changes to the terms and conditions of the Contractual Relationship and apeend a draft of the contract for the Parties to negotiate changes to the terms and conditions of the Contractual Relationship, including the justification of the same. To become valid and effective, any changes of a Contractual Relationship shall be approved by the Parties in writing.

2.7. The Parties commit themselves to fulfill their obligations arising from the Contractual Relationship in compliance with any and all applicable generally binding regulations and standards.

2.8. None of the Parties shall be liable for any default resulting from any delay in the fulfillment of the corresponding obligations.

2.9. Should any circumstance arise interfering the execution of the Contractual Relationship and should they imply, due to whatever reason, that it would be advisable to change any substantial parts of the Contractual Relationship, i.e. Delivery Date, Maturity Period, Price, subject of Performance, Place of Performance, etc., the Party experiencing or becoming aware of any such circumstances shall extend a written warning to the other Party, in which the Party will request the other Party to negotiate changes to the terms and conditions of the Contractual Relationship and append a draft of the contract for the Parties to negotiate changes to the terms and conditions of the Contractual Relationship, including the justification of the same. To become valid and effective, any changes of a Contractual Relationship shall be approved by the Parties in writing.

2.10. The Supplier may subcontract a part of (in exceptional cases subject to a prior written agreement with KMV also the entire) Performance, i.e. the Supplier may fulfill the obligations arising from the Contractual Relationship through third parties. Whereas the previous written consent of KMV expressed either upon the Establishment of the Contractual Relationship or separately at a later date shall be required. In such a case, the Supplier shall be liable for and shall ensure that any and all obligations arising from the Contractual Relationship are complied with by the subcontractors as though the Performance were rendered by the Supplier. The Supplier shall be fully liable for any act
3. Price & Payment Terms
3.1. Unless expressly agreed otherwise by the Parties, the Price shall be denominated in Czech Crowns (CZK).
3.2. The Price for the Performance shall be agreed by the Parties in each individual Contractual Relationship and/or it shall be based on the mutually agreed pricelists of the Supplier ("Price")
3.3. The Price shall not include value added tax. Value added tax shall be charged in the amount and rate determined according to the regulations valid as of the date of issue of the relevant Invoice.
3.4. Unless stipulated otherwise either in or in connection with each individual Contractual Relationship, any compensation of travel expenses, accommodation costs, transportation costs, time spent travelling, as well as other costs or expenses expended by the Supplier in relation to the Performance shall be deemed included in the Price.
3.5. The Supplier shall have the right to issue an invoice – tax document for the Performance ("Invoice") only if due and faultless Performance has been accepted by KMV by way of executing the Delivery Note.
3.6. Advance payments may be permitted in exceptional cases and only based on an explicit written agreement of the Parties. The provisions hereof on the payment of the invoiced Price shall reasonably apply to advance payments.
3.7. The Invoice shall meet any and all requirements for accounting and tax documents stipulated by valid legal regulations. Each Invoice shall be appended with a copy of the Delivery Note pertaining to the Performance, the Price of which is invoiced.
3.8. Each Invoice shall contain the specific KMV order number and shall be sent to the billing address – Karlovarská minerální vody, a.s., Mariánské náměstí 159/4, Praha 1, zip code: 110 00, by or electronic means to the e-mail: efaktury@mattoni.cz.
3.9. If an Invoice does not satisfy the requirements agreed herein or under the individual Contractual Relationship, KMV shall have the right to return such Invoice to the Supplier with the specification of the deficiencies thereof. In such a case, the Maturity Period of the returned Invoice shall not run. The Maturity Period shall commence no earlier than upon the delivery of an Invoice fully satisfying the agreed requirements.
3.10. The Supplier shall issue an Invoice no sooner than on the date of the written confirmation of KMV by the Delivery Note pertaining to the Performance, the Price of which is invoiced. The Maturity Period of the invoice and of any other Invoice issued by the Supplier shall be sixty [60] calendar days and shall commence on the date of the below specified dates ("Maturity Period"):
   a) Date of the handover and of acceptance of the Performance by KMV;
   b) If the date of handover/execution of the Invoice to KMV;
   c) Date of the handover/execution of a corrected or newly issued faultless Invoice, if the original Invoice was returned by KMV to the Supplier for the correction of deficiencies or for the issue of a new faultless Invoice before the expiry of a 45-day period, it shall commence on the latest of the dates indicated hereinabove under Letters [a] to [b].
3.11. The payment of any invoiced amounts and namely the Price shall be effected by bank transfer on working days. When the last day of the Maturity Period falls upon a weekend or a bank holiday and if KMV pays the invoiced amount on the first following working day, KMV shall not be in default in the fulfillment of its payment obligation. Payment shall be effected by the Supplier’s Account specified in connection with the Contractual Relationship or notified by the Supplier by means of a special prior written notice (the mere indication of a new bank account and address in an Invoice is not sufficient). Should the Supplier fail to notify KMV in time, the Supplier’s breach of this obligation. Such damages shall constitute VAT paid by KMV as the guarantor instead of the Supplier and the request of the tax administrator, in any case, concurrently applicable and any other costs demonstrably associated therewith.

4. Delivery Terms & Conditions
4.1. The Supplier shall deliver the Performance to the Place of Performance based on a written notice from KMV indicating that KMV is ready for physical takeover, however, no sooner than on the Delivery Date. The term of delivery [15] shall be "DP/D Place of Performance" (Incoterms 2010) for deliveries outside the European Union, or "DDP Place of Performance" (Incoterms 2010) for deliveries outside the European Union.
4.2. The delivery of a Performance of an intangible character shall be preceded by a verification of the completeness and the full functionality of all products being the subject of such Performance. The Supplier is required to inform KMV of such products by or the user and of the data and infrastructure of KMV by the Supplier and/or in another manner corresponding to the character of the Performance agreed between the Parties.
4.3. KMV shall have the right to reject the acceptance of any Performance (whether tangible or intangible) if KMV considers that the Performance is not, in any respect, compliant with the conditions and of the requirements for the Performance agreed within the relevant Contractual Relationship, in particular, if the Performance is not in the agreed quantity, quality and workmanship, it has not been packed or prepared for transportation in the agreed manner, or it has not been packed or prepared in a usual or adequate manner, where the manner of packaging or preparation for transportation has not been agreed, or where the documents required for the acceptance and use of the Performance or the documents defined in the Contractual Relationship are not delivered together with the Performance, or if such documents do not correspond to the terms and conditions agreed under the relevant Contractual Relationship. With respect to a Contractual Relationship arising under a contract for work, KMV shall be entitled to the partial or total revocation of the Performance of such contract ("work") does not correspond to the result specified in the contract for work establishing the relevant Contractual Relationship. In such a case, KMV shall have the right to rescind the contract, which established the Contractual Relationship, and to demand compensation from the Supplier. In case of any delay in the delivery of the Performance or, should KMV not rescind the contract, demand the Supplier to remedy any identified deficiencies. The Supplier shall be obliged to remedy such deficiencies without any delay; however, no later than within the Period for the Remedy of Defects (see Article 6(5) hereof), unless the Parties expressly agree otherwise. Subsequently, KMV shall carry out a repeated inspection of the Performance. Where specific deficiencies have been remedied, the Subject Performance is in compliance with the terms and conditions of the Contractual Relationship, KMV shall sign the Delivery Note. This clause shall also reasonably apply to the provision of services by the Supplier or to any other Contractual Relationship.
4.4. KMV reserves the right to conduct training for KMV employees or other individuals if KMV shall deemed fulfilled upon the execution by KMV of a written report on the completed training.
4.5. Should the Supplier provide any Performance on the premises of KMV, the Supplier shall observe KMV internal guidelines regulating occupational health and safety, environmental protection and fire protection, which shall be made available to the Supplier for familiarization in each specific case.

5. Ownership Rights, Right of Use & Passing of Risk of Damage
5.1. The ownership title to the Performance, which should pass to KMV under the terms and conditions of the Contractual Relationship, shall pass to KMV upon the date of completion of the Performance according to Article 2(2) hereof, unless otherwise agreed by the Parties.
5.2. The right to use the Performance or a part thereof ("Right of Use"), which is protected under the Regulations on the Protection of Intellectual Property, shall pass to KMV as of the date of the takeover of the Performance ("date of takeover") hereinafter. Additional conditions for the lawful exercise of the Right of Use are stipulated by the Regulations on the Protection of Intellectual Property, the Right of Use shall pass to KMV to the full extent to which the relevant Regulation on the Protection of Intellectual Property permits the examination of the work. The granting of the Right of Use to the author or any other person who possesses or exercises the Intellectual Property Rights. Unless otherwise agreed by the Parties or unless stipulated by the relevant Regulation on the Protection of Intellectual Property, the Right of Use shall pass to KMV with effect as of the date of execution by both Parties of the Delivery Note pertaining to the Performance specified therein and/or in a contract, agreement or other collateral document establishing the Contractual Relationship to which the Delivery Note relates.
5.3. The Supplier shall be liable towards KMV and agrees that, in relation to any Performance or a part thereof, the Supplier has duly obtained, exercised (for example, in connection with the labeling of products or services) or acquired for KMV in accordance with the Regulations on the Protection of Intellectual Property all relevant Intellectual Property Rights associated with the Performance and necessary for the operation and use of the same. Failing which the Supplier shall compensate in full any and all damages inflicted upon KMV as a result of the Supplier’s breach of this obligation.
5.4. With respect to Performance constituting, in whole or in part, author’s work, the Supplier shall grant or assign to KMV an exclusive license lawfully obtained by the Supplier the author of such, in particular:
   a) For all forms of use of the work as a whole or any part thereof;
   b) In an unlimited period of time.
5.5. The risk of damage associated with any delivered tangible Performance shall pass to KMV on the date of the due handover of such Performance indicated in the relevant Delivery Note.

6. Quality Warranty & Liability for Defects
6.1. The Supplier undertakes that any Performance delivered shall always be in full compliance with the conditions and of the requirements on the Performance agreed under the relevant Contractual Relationship, in particular, that it shall be delivered in the agreed quantity, quality and workmanship, packed and prepared for transportation in the agreed manner and that the documents necessary for the acceptance and use of the Performance or the documents stipulated within the Contractual Relationship shall be delivered together with the Performance. As regards a Contractual Relationship arising under a contract for work, the Performance (work) shall correspond to the result specified in the contract for work establishing the relevant Contractual Relationship.
6.2. The Supplier undertakes to exercise any form of use of the work as a whole or any part thereof, shall be functional according to all provided documentation and that the Supplier shall maintain its agreed properties throughout the warranty period, which shall be 24 months and shall commence upon the delivery of the Performance to KMV, unless otherwise agreed by the Parties.
6.3. The Supplier shall be liable for defects in the Performance in compliance with the applicable provisions of the Commercial Code, unless these GTC or the Contractual Relationship expressly provide otherwise.
6.4. The Supplier shall exercise the rights ensuing from the liability for defects by a written notification of the defects in the Performance, delivered to the Supplier no later than on the last day of the warranty period ("Notification of Defects").
6.5. In case of delivery of a defective Performance, KMV may exercise one or more of the following claims against the Supplier:

a) Demand the remedy of defects free of any charge no later than within 5 calendar days from the delivery of the Notification of Defects to the Supplier ("Period for the Remedy of Defects"), namely by requesting the delivery of a faultless Performance or compensatory Performance for the defective Performance, or the delivery of missing Performance or of any missing part thereof;

b) Demand the remedy of defects free of any charge namely by requesting the repair of the Performance no later than within the Period for the Remedy of Defects, provided that the defects are repairable;

c) Demand the remedy of defects, if such defects are not illegal defects of the Performance no later than within the Period for the Remedy of Defects;

d) Demand a reasonable discount from the Price of the Performance, however, of not less than 5% of such Price;

e) Terminate the Contractual Relationship by rescission;

(Individually referred to as “Defect Claim” and collectively as “Defect Claims”).

6.6. KMV shall notify the Supplier of the selected Defect Claim in the Notification of Defects. KMV shall be entitled to choose the selected Defect Claim asserted in the Notification of Defects, including the termination of the relevant Contractual Relationship, without the Supplier’s consent, however, no later than within the Period for the Remedy of Defects or before the commencement of the remedy of defects by the Supplier. Any change in the choice of the Defect Claim shall be notified by KMV to the Supplier in the same manner as the Notification of Defects. The Supplier shall provide to KMV a confirmation indicating the date of delivery of the Notification of Defects by KMV to the Supplier, including any change thereto, as well as the execution and the manner of remedy of defect and the duration thereof. Should the Supplier fail to remedy the defects within the Period for the Remedy of Defects, KMV shall have the right to terminate the relevant Contractual Relationship by rescission and demand the payment of a contractual fine in the amount of five-hundredths of a percent (0.05%) of the Price of the Performance for each day of the Supplier’s default in the remedy of the defects. The entitlement of KMV to the compensation of damage inflicted as a result of the Supplier’s default in the delivery of a faultless Performance free of defects or in the remedy of the defects including damage exceeding the amount of the contractual fine, shall not be affected by the payment of the contractual fine. In case the claim is settled by means of any of the options indicated under (a) to (e) hereinabove, a new warranty period of 24 months for the new or repaired Performance or the new or repaired part thereof shall commence on the date of delivery of the same, unless the Parties agree otherwise. When KMV exercises the Defect Claims set out in Article 6.5(d), (c), (b) and (a) hereinabove and, if, within the Period for the Remedy of Defects, the defects of the Performance prove non-remediable within the Period for the Remedy of Defects, the Supplier shall notify KMV accordingly in writing and undue delay, however, no later than within 2 calendar days from the day on which the Supplier became aware of the same. In case of such non-remediable defect, KMV shall have the right to exercise any of the Defect Claims set out in Article 6.5(d), (c), (b) and (a) hereinabove. When KMV exercises the Defect Claim set out in Article 6.5(c) hereinabove, the Supplier shall provide to KMV a contractual fine amounting to 10% of the Price of the Performance for each day of the Supplier’s default in the remedy of the defects, the entitlement of KMV to the compensation of damage inflicted as a result of the Supplier’s default in the delivery of the Performance for defects, including damage exceeding the amount of the contractual fine, shall not be affected by the payment of the contractual fine. When exercising the Defect Claim set out in Article 6.5(b) hereinabove and, if, within the Perio
investigation, filing, defense, or securing of any claim, directly or indirectly concerning or ensuing from any injury to health (including death) occurring in the course of work carried out by the Supplier on the premises of KMV, with the exception of cases when such injury (including death) is caused solely and directly by KMV.

10. Circumstances Excluding Liability – Force Majeure
10.1. None of the Parties shall be liable for any default in the fulfillment of their obligations caused by circumstances excluding liability (force majeure).
10.2. Each Party undertakes to notify the other Party without undue delay of any circumstances excluding liability that inhibit the due fulfillment of its obligations under the Contractual Relationship. The Parties commit themselves to exert maximum effort in order to overcome circumstances excluding liability.

11. Sanctions
11.1. In the event of default in the payment of any pecuniary amount, the Party in default shall pay to the other Party a delay charge of 0.25% of the amount due for each day of such delay.
11.2. The existence of the entitlement to the payment of contractual fines, their clearance or settlement shall not affect the entitlement of KMV to demand from the Supplier the compensation of damage inflicted as a result of a breach subject to a contractual fine, including damage exceeding the amount of such contractual fine.

12. Validity and Effect
12.1. These GTCP shall become valid and effective on May 1, 2017 and shall apply to all Contractual Relationships established after this date.
12.2. The Contractual Relationship shall become valid and effective upon the date of establishment of the Contractual Relationship, unless agreed otherwise by the Parties in a particular case.
12.3. In addition to the grounds for termination conditioned by generally binding legal regulations (namely the Civil Code) and/or incorporated herein and unless agreed otherwise by the Parties in a particular case, the Contractual Relationship may be terminated prematurely:
   a) By a written agreement of the Parties, which, as a rule, also includes the settlement of mutual liabilities and receivables;
   b) By terminating the Contractual Relationship by a written notice of rescission
      i. In the event of a material or immaterial breach of the obligations arising from the Contractual Relationship;
      ii. In the event of an immaterial breach of obligations, the Contractual Relationship may only be terminated by rescission if the Party in breach, despite being notified in writing by the entitled Party, fails to remedy such a breach within a reasonable period granted by the entitled Party in its written notice to the other Party for the remedy of the same, or if the other Party breaches any of its obligations under a particular Contractual Relationship at least for the second time;
   c) By written notice of termination of the Contractual Relationship by rescission, the grounds being the initiation of insolvency proceedings with respect to the Supplier or KMV as the debtor, or the award of a decision on the dissolution and liquidation of the Supplier or KMV, or the entry of the Supplier or KMV into liquidation;
   The rescission shall be effective as of the date of delivery of the written notice of termination, unless a later date is specified therein.
12.4. A material breach of the Supplier's obligations arising from the Contractual Relationship shall namely include:
   a) Default in the fulfillment of non-pecuniary liabilities exceeding seven (7) calendar days and any default in the fulfillment of pecuniary liabilities exceeding sixty (60) days;
   b) Breach of any of the Supplier’s obligations stipulated in Article 5 hereof;
   c) Breach of any of the Supplier's obligations laid down in Article 6 hereof, of which KMV has notified the Supplier at least twice in writing and which, in spite of such notice, the Supplier has failed to remedy;
   d) Breach of any of the Supplier’s obligations stipulated in Article 8 hereof.

13.1. The Supplier shall not have the right to transfer or assign the rights or obligations arising from the Contractual Relationship without the prior written consent of KMV. KMV shall have the right, without the Supplier’s consent, to transfer or assign any rights or obligations arising from the Contractual Relationship to any entity within the KMV Group.
13.2. The Supplier grants its consent to KMV to set off any of its due and non-dues claims from the Supplier against any due and non-dues claims of the Debtor. Whereas KMV shall notify the Supplier of any such set-off of mutual claims.
13.3. The Supplier undertakes not to assign, without the prior consent of KMV, any of its rights arising from the Contractual Relationship or herefrom (including any pecuniary receivables from KMV) to a third party and not to encumber such rights by a lien or other right in favor of third parties, at all times subject to the sanction of the invalidity of such legal act.
13.4. Where the reason for such invalidity only relates to a certain provision of the Contractual Relationship or these GTCP, only that particular provision shall be invalid, unless it is clear from the nature or the content of such provision or the circumstances under which it was agreed or stipulated that it cannot be separated from the other content and the other provisions of the Contractual Relationship or these GTCP.
13.5. All counterparts of a contract, agreement, accepted order of KMV or any other deed establishing the Contractual Relationship shall be equally valid as originals. In the event of any discrepancy among the individual language versions, the Czech version shall prevail. If any contract, agreement, accepted order of KMV or any other deed establishing the Contractual Relationship are not written in the Czech language, the wording in English shall prevail, and where no English version exists, the language version indicated by the Parties to the particular Contractual Relationship as governing shall prevail.
13.6. These GTCP are executed in Czech, Slovak, Italian and English. In the event of any discrepancy among these language versions, the Czech version shall prevail.
13.7. These GTCP cancel any and all previous versions of KMV General Terms and Conditions of Purchase, namely the GTCP version valid and effective as of February 1, 2015.