

GENERAL TERMS AND CONDITIONS

FOR SUPPLIES OF GOODS AND SERVICES TO PEPSICO CZ s.r.o. - version 20170907

The following General Terms and Conditions ("**Terms**") are in accordance with the Article 1751 (1) of the Civil Code ("**CC**") included in all contracts concluded between PEPSICO CZ s.r.o., with its registered office at Kolbenova 50, 190 00 Praha 9, Identification Number: 48587354, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 18017 ("**PEPSI**") as the buyer and / or the customer, and the respective supplier of goods and / or service provider to PEPSI (the "**Supplier**").

1. The application of Article 1740 (3) of CC is excluded.
2. The application of any Supplier's terms and conditions is excluded.
3. The Supplier guarantees that the delivered goods will be of at least the usual quality, free from defects in material and workmanship.
4. The Supplier guarantees that the delivered goods will be in compliance with applicable EU legal regulation and applicable Czech legal regulation and suitable for use in the food industry.
5. PEPSI will order the goods and / or services with the Supplier by e-mail. The order is considered binding (and the individual Purchase Agreement and / or the Service Agreement is concluded) upon its confirmation by the Supplier.
6. The Supplier is obliged to deliver the goods and / or services on the day specified in the order.
7. In the event of Supplier's delay with delivery of the goods and / or services, PEPSI is entitled to a contractual penalty amounting to 0,025% of the purchase price of the non-delivered goods and / or the price of services excluding VAT for each day of delay.
8. If the Supplier is in default with delivery of goods and / or services, PEPSI may withdraw from the contract in question and buy non-delivered goods and / or order non-delivered services from a third party. Withdrawal must be notified to the Supplier prior to the delivery of the goods and / or the provision of the services and prior to the ordering of the goods and / or services from the third party. In that case, the Supplier will pay PEPSI the increased costs of delivered goods and / or services by the third party.
9. Place of delivery: PEPSI plant at Kolbenova 50, Prague 9, or Dolni Teplice 134, 549 57, Teplice nad Metuji (as per the PEPSI instruction).
10. The defects in quality of the delivered goods will be notified by PEPSI to the Supplier without undue delay after the defect is discovered. If the goods is defective, the Supplier is obliged, at PEPSI's request, to deliver promptly replacement goods with no defect and, at its own expense, to take the defective goods within the time limit specified by PEPSI.
11. Defects in quantity of the delivered goods will be notified by PEPSI to the Supplier no later than 30 days from the date of delivery of the goods. In this case, the Contractor undertakes to deliver the missing goods or issue a credit note (in accordance with PEPSI instruction).
12. The price of the goods and / or services is governed by a price list agreed by PEPSI and includes transportation to the place of delivery. The price list applicable for PEPSI can only be changed with the approval of PEPSI.
13. The maturity of purchase price is 60 days from the receipt of the invoice - the tax document, which contains all the requisities according to the generally binding legal regulations.
14. The Supplier undertakes to comply with the PEPSI Global Supplier Code of Conduct, which is available at http://www.pepsico.com/docs/album/responsible-sourcing/english_scoc_2013.pdf?sfvrsn=2, and which forms an integral part of these Terms. Both parties consider all information obtained during the negotiation of contracts and in their performance as confidential and shall not disclose them to any third party without the prior written consent of the other party.
15. Written form is preserved even in case of an e-mail message without a guaranteed electronic signature if the message has been sent from the email address of the authorised person of the sender.
16. Individual Purchase Agreements and / or Service Agreements shall be governed by Czech law, excluding its conflict-of-law rules of private international law.
17. The Terms shall not be applied to the extent in which they are inconsistent with the individual Purchase Agreement and / or Service Agreement.

18. For potential disputes arising from individual agreements, the exclusive jurisdiction of the Czech courts is agreed with the local jurisdiction of the court according to PEPSI's registered office.