

GENERAL TERMS AND CONDITIONS OF PURCHASE

CONCLUDING A CONTRACT

1. The draft purchase contract is a written order of the Buyer, which must be delivered to the Seller. The conclusion of the Purchase Contract shall take place upon delivery by the Seller of the order in writing by e-mail to the Buyer. The order must be confirmed by the Seller in its entirety, without additions, reservations or other changes from the wording of the order sent by the Buyer, otherwise the purchase contract is not concluded.
2. Confirmation of an order that contains additions, reservations, limitations or other changes shall be deemed a rejection of the order and shall constitute a new proposal by the Seller for the conclusion of the purchase contract. In such case, the Purchase Contract shall be concluded only if the Buyer confirms this new proposal in writing and delivers it back to the Seller.
3. The Seller is obliged to confirm and deliver the delivered order in writing to the Buyer within 3 calendar days from the date of its receipt or to notify the Buyer within this period that it rejects the order. Confirmation and rejection of the order must be made in writing. After the expiration of the three-day period for confirmation or rejection of the order, the Buyer is not bound by the order and it is at the Buyer's discretion whether to accept acceptance.
4. The order must contain the essential elements of the contract, which in the case of a purchase contract are the subject matter, i.e. the specification of the goods in terms of type and number and the price of the goods requested. An order may be cancelled if the cancellation notice reaches the other party before it has sent its acceptance. If the order is rejected, it shall terminate with the effect of the rejection.
5. The contract is concluded at the moment when the acceptance of the order becomes effective, with the understanding that the concluded contractual relationship is governed by these Terms and Conditions, to which the Seller is notified in the order by reference to these Terms and Conditions.
6. Silence or inaction is not acceptance of the order.

PRICE OF GOODS

1. Unless otherwise stated in the contract, the price of the goods shall be understood from the Seller's company.
2. The contractually agreed price will be adjusted according to the agreed delivery conditions. The price of the goods shall be subject to VAT at the statutory rate.
3. In the case of delivery to the Buyer's factory (DAP), the purchase price will include all costs associated with the goods, including packaging costs, transportation, insurance of the goods, costs associated with the procurement of documents for the goods, customs, storage, etc.



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4. Payment of the purchase price shall be made by wire transfer by the Buyer only on the basis of an invoice. The Parties agree to issue and send each other tax documents in electronic form.

PAYMENT TERMS

1. The due date of the Seller's invoices is 14 days from the date of their issue, unless otherwise specified in the Contract. The right to invoice arises for the Seller at the moment of completion of the delivery. The invoice shall be sent to the Buyer by email within 3 working days from the date of delivery.
2. The Buyer is entitled to set off any of its claims against the Seller's claims. The right of set-off does not belong to the Seller.
3. Invoices must comply with the requirements of tax documents. In the absence of any of the requisites, the Buyer is entitled to return the invoice to the Seller for completion. In this case, the due date shall run from the date of delivery of the new corrected invoice.

DELIVERY TERMS, ACCEPTANCE, PACKAGING

1. Delivery of goods is subject to the terms of the current version of INCOTERMS. Unless otherwise provided for in the contract, the Seller shall, at his own expense and risk, deliver the goods to the Buyer at the place designated by the Buyer
2. In the case of delivery by public transport service, the delivery to the Buyer is fulfilled by handing over the goods to the Carrier.
3. The Seller is obliged to inform the Buyer about the delivery date 3 days in advance and to request information about the method of receipt and delivery date. In the event of non-acceptance of the goods more than 30 days after the notice, the Seller is entitled to withdraw from the Contract. In the event of non-compliance with the delivery date, the Buyer is entitled to charge a contractual penalty of 0.05% of the delivery price for each day of the Seller's delay.
4. The buyer has the right to withdraw from the contract if the goods are not delivered within 15 days of the confirmed delivery date.
5. The Seller is obliged to pack the goods properly and to arrange them for transport under normal conditions, taking into account the need to minimize the negative impact on the environment, but to the maximum extent to ensure the protection of the goods during transport.
6. Together with the goods, the Buyer will be provided with a delivery note or a handover report with a precise indication of the contents of the consignment enabling the acceptance of the goods, in particular: the Seller's reference number, the offer number (order - Contract), the number of the delivered item, the quantity of the delivered items, the types of quantity units, the unit price, the method of transport, or other required information agreed before the conclusion of the contract. On the copy intended for the Seller, the specification of the person to whom the goods have been handed over shall be



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indicated, for the Carrier, the name of the driver, the registration number of the car, the company of the Carrier shall be indicated.

7. If requested by the Buyer, the Seller shall hand over to the Buyer: certificate of origin, CE certificate or declaration of conformity, safety data sheets for materials, test certificates, declaration of compliance with packaging conditions in accordance with Act 477/2001 Coll., or other agreed documents or information (e.g. material attestation, dimensional attestation, etc.), as well as ROHS 3 and REACH documentation (SVHC/candidate list substances).

DEFECTS AND QUALITY WARRANTY

1. The goods must comply with all technical requirements, technical and safety standards for the type of goods. The goods and the components used in their manufacture must be new, unused, undamaged and made of good quality material. If the goods are supplied on the basis of samples, designs or drawings, they shall conform entirely to such samples or drawings. The goods must be capable of giving a consistently standard performance in accordance with the characteristics and quality specified in the contract of sale and be fully fit for the purpose for which they are supplied.
2. The Seller declares and undertakes that before confirming the Purchase Contract, it has verified and confirmed that it is able to pack and deliver the goods properly and on time in accordance with all contractual and legal requirements (norms, guidelines, standards). The goods must not be encumbered by legal defects. The Seller is obliged to notify the Buyer of the country of origin of the goods within a period not later than the proper delivery of the goods. In case of violation of this provision or in case of false notification of the country of origin, the Buyer is entitled to pay a contractual penalty of 5 000 CZK for each case of violation.
3. The Seller provides a guarantee for the quality of the goods for the duration specified in the purchase contract. If the length of the guarantee is not specified in the contract, the guarantee period is 24 months and runs from the date of delivery. By guaranteeing the quality of the goods, the Seller undertakes that the goods will be fit for use for the usual purpose in accordance with their intended use for a certain period of time.
4. Defects in the goods shall be claimed by the Buyer in writing and the claim must include a description of the defect as it manifests itself, an explicit identification of the order or delivery under which the claimed goods were delivered and other relevant facts. The time limit for settlement of the complaint is 30 days.
5. The choice of claims for liability for defects in the goods, including warranty claims, as well as the choice of the method by which the defects are to be eliminated, belongs exclusively to the Buyer.
6. In case of delivery of defective goods, the Buyer has the right to charge the Seller a contractual penalty of 20% of the price of the defective delivery (defective goods). The Buyer is also entitled to a contractual penalty in the above amount if the complaint is not settled within 30 days.



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OTHER ARRANGEMENTS

1. The Buyer is entitled to withdraw from the contract in accordance with the provisions of the Civil Code and also before the proper delivery of the goods without giving any reason, provided that in this case the Buyer is obliged to reimburse the Seller for the costs reasonably incurred in the performance of the purchase contract, up to a maximum of the purchase price specified in the cancelled purchase contract. The Contract shall be terminated by withdrawal from the Contract.
2. However, they do not terminate upon withdrawal or termination of the contract in any other way:
 - claims for damages arising from breach of the Contract
 - claims for contractual penalties
 - claims arising from liability for defects
 - choice of law and dispute resolution agreements

INDUSTRIAL PROPERTY RIGHTS

1. The Seller undertakes to ensure that no provisions of the Purchase Agreement unjustifiably infringe the intellectual or industrial property rights of third parties enjoying legal protection. The Seller hereby expressly declares that it is fully entitled to dispose of the industrial and intellectual property rights in the goods and undertakes to ensure the proper and undisturbed use of the goods by the Buyer or the Buyer's customers.

LIABILITY FOR DAMAGES

1. The Parties agree that for purposes of determining the extent of damages resulting from the Seller's breach of the Purchase Agreement, the Seller shall be liable for all damages caused to the Buyer, the Buyer's customers or other persons in connection with the Seller's breach of its obligations under the Purchase Agreement.

DISPUTE RESOLUTION

1. Contractual relations based on the contract are governed by Czech law. Facts not regulated by the contract or these Terms and Conditions shall be governed in particular by the Civil Code.
2. The Contracting Parties have agreed on the international jurisdiction of Czech courts, where the parties to the Contract expressly stipulate that the locally competent court to resolve disputes will be the Municipal / Regional Court in Brno.

FINAL PROVISIONS

1. Unless otherwise stated in the contract of sale, the limitation period for both parties are 4 years.



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