

General Terms and Conditions of TRIBOTEC, spol. s r.o.

1. Validity and Bindingness of Terms and Conditions

1.1. These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as GT&Cs) are an integral part of all contracts for the sale of goods concluded between TRIBOTEC spol. s r.o. as a supplier (hereinafter referred to as the Seller) and its customer (hereinafter referred to as the Buyer). They do not apply to contracts in which other terms and conditions have been expressly agreed.

1.2. Should any provisions of these GT&Cs or the contracts of which this GT&Cs form part be invalid or become invalid at a later date, the remaining provisions of the said contractual documents shall not be affected. The invalid contractual provisions shall be replaced by the parties with other provisions which most closely correspond to the legal and commercial purpose of the replaced provisions. Amendments shall only be valid in writing by agreement of the Parties.

2. Conclusion of contracts

2.1. Offers made by the seller are non-binding and may be withdrawn at any time until the contract is concluded.

2.2. The contract shall only come into existence upon its signing by an authorised representative of the seller and the buyer. The date of conclusion of the contract is the date on which the seller receives the signed draft contract. If the proposal is not confirmed within seven days, it becomes null and void.

2.3. The word "contract" as used in the following provisions of the GT&Cs means the contract concluded between the Seller and the Buyer, of which these GT&Cs are always an integral part, including confirmed orders or verbally agreed contracts.

2.4. The Seller is obliged to deliver the goods to the Buyer (or other person designated by the Buyer) in accordance with the terms of this contract, in particular in the agreed time, quantity and quality.

3. Price of goods

3.1. The price of the goods is agreed as contractual.

3.2. The price for the product means the price without VAT from the seller's warehouse EXW TRIBOTEC, Brno, Košuličova 656/4 according to INCOTERMS 2010. VAT will be charged according to the regulations in force on the date of issue of the tax document.

4. Transport of goods

4.1 Unless otherwise agreed between the Seller and the Buyer, the Seller shall arrange for the transport of the goods to the Buyer in accordance with TRIBOTEC's transport practices. The Buyer undertakes to pay the price of the transport.

5. Delivery and packaging

5.1. The delivery shall be deemed to have been completed:

- a) notification by the seller to the buyer that the goods are ready for acceptance,
- b) handing over the goods to the first carrier for transport to the place designated by the buyer.

5.2 Acceptance of the goods is carried out by an authorized employee of the seller with a representative of the buyer or the carrier. The result of the acceptance of the goods is the confirmation of the delivery note or shipping note.

5.3 Unless otherwise agreed, the goods are packed in a standard way (protective foil, cardboard, pallet, crate) according to the type of goods and transport. Standard packaging does not protect the goods from rough handling.

5.4. The Seller is entitled to payment of the purchase price corresponding to the quantity of goods actually delivered.

5.5. At the Buyer's request, the Seller will provide technical consultation on the use and application of the product to the best of his knowledge and experience. However, no warranty can be accepted for the results obtained by the user and the seller shall not be liable for damages resulting from improper use of the product.

5.6. The buyer is obliged to accept the goods delivered by the seller under the contract, even if it is a partial delivery. Failure by the seller to meet the agreed delivery time does not give the buyer the right to withdraw from the contract.

5.7. In the event that the Buyer is in default in taking delivery of the goods, the Seller may, after having tried in vain to persuade the Buyer to take delivery of the goods within an additional reasonable period, sell the goods to a third party or otherwise dispose of them at its discretion.

5.8. The Seller is entitled to postpone the delivery of the goods if the Buyer has not fulfilled his obligations, the fulfilment of which should have preceded the delivery of the goods according to the contract, or if the Seller has discovered circumstances after the formation of the contract that rightfully give rise to concern that the Buyer will not fulfil his contractual and payment obligations (has not paid within the agreed period of the previous delivery).

5.9. Unless the Seller and the Buyer expressly agree otherwise in writing, the Seller is not obliged to take back the goods delivered to the Buyer, this does not apply to legitimate claims.

6. Liability for damage to goods

6.1. Liability for damage to the goods passes to the buyer at the time when he or his representative (carrier) takes over the goods from the seller's warehouse.

7. Payment terms

7.1. Unless expressly agreed in writing or stated otherwise on an individual invoice, the purchase price is payable within 14 calendar days of receipt of the invoice.

7.2. Unless payment in cash is expressly agreed in writing, the purchase price shall be transferred to the account indicated on the seller's tax document. The buyer's obligation to pay the price shall be deemed to be fulfilled when the amount is credited to the seller's account.

7.3. The buyer acquires ownership of the goods by paying the full price. If the Buyer defaults on payment, the Seller shall have the right to ask the Buyer to return the unpaid goods at the Buyer's expense and risk. The Buyer shall allow the Seller free access to the buildings and grounds where such goods are stored for this purpose. The return of the goods under this provision shall not have the effect of withdrawal from the contract. The Buyer shall treat the goods subject to retention of title in such a way as to prevent their deterioration, damage, destruction, theft or loss. The Buyer may not alienate, pledge or otherwise encumber the goods with third party rights during the period of the retention of title.

8. Default interest

8.1. In the event of default by the Buyer in payment of the agreed price or part thereof, the Buyer undertakes and is obliged to pay the Seller default interest in the amount of 0.1% of the amount due for each and every day of delay.

9. Warranty - claims for defects, claims

9.1. The Buyer is obliged to inspect the goods properly upon receipt and to confirm the receipt on the carrier's transport contract or on the delivery note and to keep controlled documentation of the receipt. If the Buyer fails to take delivery of the goods properly and in a timely manner, the Buyer shall be fully liable for any damage caused thereby.

9.2. Liability for defects is governed by the relevant provisions of Act No. 89/2012 Coll. of the Civil Code of Czech Republic.

9.3. By accepting the goods, the Buyer confirms that he/she is familiar with the technical parameters of the goods and is obliged to ensure professional installation in accordance with EU standards (EN), including ensuring the expertise of the operating and service personnel. The assessment of the suitability of the goods and their application is the Buyer's own responsibility.

9.4 All notifications of defects must be sent to the Seller in writing. Obvious defects must be claimed within 14 days of receipt of the goods and latent manufacturing defects (defects detectable with professional care) within 6 months of receipt of the goods. The end of life in conditions not corresponding to the parameters indicated by the seller before the expiry of the warranty is not considered a manufacturing defect.

9.5. The Buyer's claims arising from defects in the goods will only be recognised if they have been notified in time and if the Buyer proves that the defects were not caused after the risk of damage to the goods passed to the Buyer by external influences.

9.6. A prerequisite for the recognition of a claim for defects in the goods is the recognition of the claim by the seller on the basis of its own technical examination.

9.7. If the prerequisites for the recognition of a claim on the basis of defects in the goods are met and if the contract has been substantially breached by the delivery of defective goods, the seller is exclusively obliged to:

a) deliver the missing quantity of goods,

b) replace defective goods with impeccable goods or restore the goods to that condition.

9.8. The right to the delivery of replacement goods or to compensation for the costs associated with the return of defective goods arises for the buyer only after the return of the defective goods to the seller according to the previous agreement.

9.9. If the delivery of a replacement or missing quantity of goods is not possible according to clause 9.7, the Seller is entitled to withdraw from the contract additionally, in which case the Seller is obliged to immediately refund the price of the undelivered goods.

9.10. A more detailed description of the terms and conditions of the quality guarantee, the length of the guarantee and its scope is given in the document Warranty Terms and Conditions, which is an integral part of these General Terms and Conditions.

10. Higher Power

10.1. Circumstances which exclude the Seller's liability shall be deemed to exist if the Seller is prevented from fulfilling its contractual obligations by natural events, war, civil disturbance, strike, lockout, official orders, epidemic diseases, delay or other breach of the carrier's contractual obligations, as well as circumstances which have occurred independently of the Seller's will.

10.2. If circumstances of higher power occur before the agreed performance period (delivery period), the buyer's claims against the seller under the contract are excluded - unless they are for additional performance.

10.3. If circumstances of higher power occur, the seller is obliged to inform the buyer immediately in writing of their occurrence and nature, or, if known, to indicate whether and when he will be able to fulfil his obligations subsequently. In the absence of higher power, the seller is obliged to perform his obligations under the contract towards the buyer additionally, unless the buyer no longer insists on additional performance.

11. Compensation for damages

11.1. Without prejudice to the validity of other provisions of the GT&Cs, all claims for damages by the Buyer against the Seller in connection with the Contract are limited to the amount of the price paid for the goods delivered to the Buyer, while the Seller is liable only for damage caused by intent or gross negligence.

12. Law governing contracts and dispute resolution

12.1 These General Terms and Conditions and all rights and obligations of the parties arising from them are governed by the law of the Czech Republic.

12.2. The local competent court for proceedings on all disputes between the Buyer and the Seller shall be the Municipal Court of Brno, if the district courts have jurisdiction over the matter, or the Regional Court in Brno, if the regional courts have jurisdiction over the matter.

Validity from 1 January 2019

TRIBOTEC, spol. s r.o.

Registered office: Na Výsluní 201/13, Prague, 100 00

Company Business premises: Košuličova 656/4, Brno, 619 00

REGISTRATION NUMBER: 60737221, VAT NUMBER: CZ60737221

The company is registered in the Companies Register at the Municipal Court in Prague, Section C, File 146974.