

# General Business and Delivery Terms and Conditions

The general business and delivery terms and conditions of the company DEPRAG CZ a.s., based in Lázně Bělohrad, T.G.Masaryka 113, PLZ cz-507 81, Id No.: 00169668, registered in the business directory of the county court in Hradec Králové, department B, annex 76, the Czech Republic, VATIN: CZ00169668, EORI: CZ00169668, DUNS Number: 64-388-7904 (hereinafter supplier) are valid from 1. 10. 2016.

## I.

### General terms and conditions

- 1 If no other conditions have been agreed in writing, these general business terms and conditions are valid and conform in accordance with the stipulated terms and conditions of the civil code of the respective country of the supplier and arise from the contractual relationship between supplier and purchaser quoted in the sales contract (hereinafter contract). General business and delivery terms and conditions are hereinafter only referred to as conditions.
- 2 These contractual conditions apply for sales to:
  - a. businesses
  - b. legal persons under public law
- 3 The contractual relationship between supplier and purchaser may arise from relationships as listed following:
  - a) due to signed documents, such as sales contract or work contract and signed by both parties.
  - b) the conveyance of written orders (email, fax or post) from the purchaser to the supplier and confirmed by the supplier to the purchaser (email, fax or post).
- 4 These conditions are binding for the purchaser from the moment that the sales contract is concluded and are an inseparable element.
- 5 The application entirely precludes any other general business and delivery terms and conditions which the purchaser may e.g. invoke in their purchase order.
- 6 These contractual terms and conditions are not valid for sales to consumers.
- 7 We confirm to our customers, that DEPRAG CZ, including its products, meet all legal requirements set by the valid law code and regulations of the Czech Republic and the EU. In case a special certificate or confirmation out of the compulsory legal scope is requested, it will be provided under a fee.

## II.

### Object fulfilment

The object is the fulfilment of the product delivery, merchandise and services as quoted in the contract, including appendix (hereinafter merchandise). The range of merchandise is publicly accessible via the supplier's catalogue and on the website [www.deprag.cz](http://www.deprag.cz).

**III.**  
**Sales price**

1. The sale price displayed for each product does not contain the valid tax value for the respective country of the purchaser and if no written agreement is made for a different price the sales price is drawn up in the sales contract according to the given day.
2. The merchandise price does not contain handling or transport costs of the merchandise.
3. The general validity of the price list (hereinafter price list) of the products, merchandise and services is available from the supplier in electronic form. The supplier can make the price list available to the purchaser via email, fax or post, or disclose the valid price as a quotation.

**IV.**  
**Delivery date**

The supplier is obligated to deliver the merchandise in the time period specified in the contract, after confirmation of the order. Compliance with the delivery deadline is deemed valid as the date of handover of merchandise at the supplier's facilities, transport handover or by posting, as the day of handover to that person, or preparation of merchandise shipping on the day at company headquarters.

**V.**  
**Delivery conditions**

Unless otherwise specified, the delivery conditions are always in the form of EXW ( INCOTERMS 2010 ) from the supplier's site.

Supplier and purchaser as specified in sale contract, or in the form of a sent confirmed order, agree to the following additional options for merchandise delivery:

- a) personal handover at the company site.
- b) the package sent via post or another delivery service, after advance payment.
- c) the package sent via post or another delivery service at the site of the supplier. The delivery list is enclosed with the delivery item. The invoice can be enclosed or sent via post or email to the invoice address.

**VI.**  
**Payment conditions**

1. The purchaser is obligated to make payment of the sales price when the merchandise is handed over, as well as settling payment of services and including any instances where the merchandise or merchandise delivery has been tampered with.
2. The supplier and purchaser mutually agree the declaration of varied payment methods in the sales contract:
  - a) cash payment when the merchandise is handed over at the supplier's site
  - b) advance payment on the basis of advance payment invoice.
  - c) payments on the basis of tax document (invoice) after handover of merchandise.
3. The due date of the invoice of at least 14 (fourteen) days (upon consultation an extension may be possible) is always specified on tax documents (invoice).
4. The invoice (tax document) becomes valid upon payment of the total invoice amount into the supplier's account.
5. The supplier is also authorised to fulfil a partial element of the contract and the purchaser is obligated to make payment to due date of such a disposed invoice.
6. In such cases where the purchaser is delayed in paying an instalment or making full payment of the sales price to the supplier, the purchaser is obligated to pay the supplier a financial penalty of 0.05% as a sum of debt for each day of delay and calendar day commenced.

## **VII.**

### **Transferral of property rights and risks**

1. The risk, including responsibility for loss or damaged merchandise, transfers from the supplier to the purchaser on the day of successful delivery in accordance with paragraph IV of these terms and conditions.
2. The whole merchandise remains the property of the supplier until complete payment has been received. This proviso of the property rights can be repealed after mutual agreement and if the purchaser always refers to a concrete delivery. Otherwise, the civil code regulation of the supplier's country is valid.

## **VIII.**

### **Force Majeure**

1. The supplier is not considered to be in default of fulfilment of responsibility, if a force majeure occurs within the time period of contract fulfilment and thereby prevents fulfilment of responsibility, whether it be e.g. war, natural catastrophe, strikes, insufficient raw materials or energy, or other unforeseen and unavoidable circumstances.
2. During the duration of effect of a force majeure, settlement of contract fulfilment is extended for both parties. If, therefore the realisation of the contract should be extended for over two months, each party has the right to withdraw from the contract, without resulting in the purchaser having the right to claim compensation.
- 3.

## **IX.**

### **Guarantee and claims**

1. After delivery, the purchaser is obligated to check merchandise without delay and upon finding any deficiencies to create a written legal claim.
2. The supplier guarantees the purchaser a warranty service on the merchandise for 12 months from the day of handover or the date of warehouse shipment from deliverer.
3. The supplier bears responsibility during the warranty period that the merchandise is without deficiency at the handover and that its quality and suitability for use correspond with the sales contract. The supplier is liable for deficiencies which may arise after handover within the time period of the warranty.
4. There are no grounds for warranty for deficiencies due to wear from normal usage, incorrect handling and operation, unauthorised interference with the merchandise, damage from plumbing, impure water, fire, static or atmospheric electricity and other elements or force majeure.
5. In such cases where, after handover to the purchaser, deficiencies arise within the warranty period, the purchaser must make their claim without delay.
6. The claim must be made in written form and contain at least the following requirements:
  - invoice tax number
  - description of merchandise, including product number
  - description of deficiencies
7. The purchaser is obligated to present the product in question to the supplier.
8. The civil code of the supplier's country is valid in relation to any deficiencies to products or merchandise relating to the time period before warranty service.
9. The warranty period is extended in accordance with the time period of the claim procedure. In such cases where merchandise is replaced, a new warranty period begins.

**X.**  
**Withdrawal from contract**

1. Under statute of the supplier's country, the supplier is entitled to withdraw from the sales contract in such cases where the purchaser delays payment longer than two months based on the taxable invoice,
2. The purchaser can only withdraw from the contract in connection with a specific civil law bill of the supplier's country or its conditions.
3. A withdrawal from the contract must be in written form and include reasoning for withdrawal. Upon receipt of a declaration of withdrawal from contract, the contract expires from the outset. It is compulsory that all writings must be returned which is to be fulfilled by each party, as specified in the contract.

**XI.**  
**Protection of property rights and copyrights**

1. No copyright whatsoever is transferred to the purchaser upon product delivery, unless a corresponding written licence agreement relating to their usage has been concluded.
2. In such cases of non-legal usage of the supplier's software by the purchaser outside the temporary licencing fee, the purchaser is committing copyright infringement.

**XII.**  
**Final provisions**

1. In such cases of non-compliance with the conditions in the contents of the contract by the supplier and the purchaser, the civil code of the supplier's country comes into force.
2. The contract conditions are regulated according to the legal stipulations of the supplier's country, i.e. the Czech Republic. For all disputes resulting in connection with this contract which are not solved with a specific agreement of local jurisdiction - the Jičín district court, sole specific responsibility in the law is excluded.  
A written agreement can also be concluded with an arbitrator clause as per the following wording:

"All disputes arising from this contract and in conjunction with it are definitively decided by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic through an arbitrator in accordance with the rules of procedure."

3. The responsibility for damages, caused by product deficiencies are regulated in accordance with the valid legal provisions of the supplier's country.
4. In such cases of an alteration or expiration of the rights, and thereby the responsibility for alteration of the contract, the written agreement of both contractual partners who have mutually created the contents have consequence and must reach the hands of the representative of the other party. The effect also arises within the time period, if, in such cases as the post deliverer returns the written contract due to it being undeliverable and the recipient rejects or prevents delivery by their conduct. In cases of doubt, the date of delivery of the written document is deemed as seven days from the date of dispatch.

5. Even if such provisions of these conditions do not come into effect, the other conditions remain unaffected from this.
6. These terms and conditions are publicly available online under product range ([www.depraq.cz](http://www.depraq.cz)).