

## General Terms and Conditions

**Seller:**

Company **Te.XOLL s.r.o.**  
With seat at: Horní Suchá, Chalupnická 1329/9, Postcode: 735 35  
Company IDNo.: 27766683  
Email address: [info@texoll.cz](mailto:info@texoll.cz)

The Company is recorded in the Commercial Register administered by the Regional Court in Ostrava, File No.: C 41333

### Article 1

#### Introductory Provisions

1. In compliance with the relevant provisions of the Civil Code, these General Terms and Conditions (hereinafter referred to as the "GTC") are issued by Te.XOLL s.r.o. and form an integral part of contracts concluded between Te.XOLL s.r.o. and its contractual partners within negotiations concerning the agreement conclusion. In the event of any discrepancy between the contents of the agreement and hereof, at all times, the given provision of the agreement will prevail. The GTC have been issued by the Seller and used in order to simplify the commercial relationship.
2. These GTC apply to the contractual relations between Te.XOLL s.r.o. and other entities in the conduct of business, based on a Contract for Work (hereinafter referred to as "CfW"). These GTC are the integral part of the closed CfW. By concluding the CfW, the Contractor or the Client confirms that he / she gets acquainted with these GTC and agrees on their content.
3. The GTC are also related to agreements where the Seller is in the position of the Seller and the other party is in the position of the Buyer within the framework of the purchase agreement, CfW or of any similar contract where the Seller constitutes an entity obliged to supply certain goods (thing) and the Buyer has the obligation to take over such goods (thing) and pay the purchase price (hereinafter referred to as the "Agreement"). Concurrently, the Buyer is a natural person or a legal entity concluding the Agreement with the Seller within its business activities or within other activities, however, it may never constitute a consumer.
4. The Parties consider as uncontested that the Agreement, whose part are also these GTC, could have been entered into even based on their electronic communication (simple email communication) provided that the Parties authorised representatives acted on their behalf, for instance, by means of confirmation of an electronic order by one of the Parties.

### Article 2

#### Subject-Matter of the Agreement

1. The subject-matter of the Agreement comprises the goods or the making of a certain thing (hereinafter referred to as the "Goods") as specified in the Agreement precisely, including but not limited to a reference concerning the Seller's offer. The Seller agrees to supply the goods to the Buyer who is obliged to take over the goods and pay for them the purchase price.
2. Documents pertaining to the Seller's offer, such as images, drawings, data concerning weight and dimensions, are solely approximate unless it arises out of the nature of the Goods or out of the data itself that this data is and must be precise. The Seller reserves the title and the copyright to the budgets, drawings, and other documents submitted to the Buyer during their negotiation or during the performance of the Agreement and these documents may not be disclosed by the Buyer to any third party without a written consent of the Seller. Concurrently, the Buyer hereby agrees to maintain confidentiality with respect to all facts ascertained during the course of negotiations with the Seller or during the course of the performance of the Agreement.
3. The supplied subject-matter of performance may be solely used in compliance with the purpose for which it had been designated. Consequences arising from usage of the subject-matter of performance for other purposes or purposes other than the stipulated ones shall be born by the Buyer in full and the Seller will not bear liability for such consequences.

### **Article 3**

#### **Price of Goods and Payment Terms**

1. The Price is stipulated in the Agreement. Unless otherwise provided explicitly, the Purchase Price is exclusive of VAT. The statutory VAT will be added to the Purchase Price. Unless otherwise provided explicitly, the Price is provided and paid in Czech crowns.
2. Unless otherwise provided in the Agreement, the Buyer is obliged to pay the Purchase Price after issuing the tax document within 30 days of its issuance. The monetary obligation paid through a bank is considered as fulfilled in a timely manner provided that it is credited to the Seller's bank account within the stipulated term. The failure to deliver the invoice in a timely manner will not affect the maturity of the Purchase Price in compliance with Sentence 1 of this paragraph.
3. Provided that the payment terms stipulated by the Agreement differ herefrom, in the event of the Buyer's default in the payment of the Purchase Price or its part, the Buyer agrees to pay to the Seller a contractual penalty amounting to 0.05% of the owed amount for each day of the default until the date of the full payment. The right to recover damages will not be affected thereby.
4. In the event of the Buyer's default in payment of more than 10 days, the Seller may withdraw from the Agreement immediately. In the event that insolvency or execution proceedings are initiated against the Buyer, the Seller may withdraw from the Agreement. The Buyer is obliged to inform the Seller of any initiation of such proceedings.
5. The Parties agree that the title to the sold items is transferred to the Buyer solely on the date of the full Purchase Price payment.

### **Article 4**

#### **Supply of Goods**

1. Unless otherwise provided, within the meaning of Section 1754 of the Civil Code the supply parity of FCA Incoterms 2010 applies to the delivery location which is constituted by the Seller's registered seat. Provided that a partial rule within the aforementioned clause stated herein differs from the terms of the aforementioned supply parity, the differing rule agreed this way will prevail.
2. Provided that the Parties agree that the Buyer will take over the Goods at the Seller's seat in person, the Goods are considered as supplied by the Buyer's takeover at the Seller's seat. A report or a delivery sheet to receive the payment provided that it is provable that the Buyer had taken over the Goods.
3. In the event of the Buyer's default in notifying the Seller of who and when will take over the Goods, the right to the payment of the Purchase Price arises to the Seller by the lapse of the delivery term provided that a part of the Purchase Price had been already paid.
4. The transporter's or the Buyer's confirmation that the Goods have been loaded also serves as confirmation of the Goods delivery.
5. In the event that the transport is ensured by the Seller and the Incoterms 2010 rule does not apply in compliance with paragraph 1 of this Article, the Buyer is obliged to ensure the takeover of the subject-matter of supply and confirm this in the delivery sheet. In the absence of the Buyer's authorised representative at the delivery location, the Goods are considered as duly handed over provided that the delivery sheet is signed by any of the Buyer's employees and by providing his or her first name and surname, or identity card number, or any document issued by a governmental authority, and the role at the Buyer's company. Provided no such a person is present at the delivery location or the Seller has reasonable doubts of the stated person's authorisation to take over the subject-matter of the supply, the Seller may take the subject-matter of the supply back at the Buyer's cost. In such a case the Seller is not considered being in default with the delivery of the Goods.
6. The events caused by Force Majeure, which are unpredictable, extraordinary and not caused by the Seller (default in the supply of datas, strike, traffic closure. etc), the Seller is to be released from the performance of its obligations for the term of duration of such an obstacle or its consequences. This also applies if such circumstances emerge with the Seller's subcontractors.
7. In the event of the Buyer's default in transportation arrangement or in the takeover of the

Goods, the Buyer agrees to pay to the Seller a contractual penalty amounting to 0.05% of the Purchase Price excluding VAT for each day of default until the full payment is made. The right to recover damages will not be affected thereby.

8. The Seller is obliged to provide the Buyer with documents necessary to take over and use the subject-matter of the supply. In the event of any doubt, it is deemed that the Seller has fulfilled this obligation.

#### **Article 5**

##### **Warranty, Rights Arising from a Defective Performance**

1. Unless otherwise provided in the Agreement, the Seller provides a warranty concerning the Goods for a term of 24 months. The warranty period commences running on the delivery date of the Goods. In the event that any defects are ascertained, the Buyer is obliged to make a claim while stating the defect and the description of its manifestation. Unless otherwise provided by the Buyer, the Buyer requires a remedial action to be taken.
2. In particular, the warranty or the rights arising from a defective performance shall not apply to:
  - a) errors and defects arising from the delivery by the Buyer of incorrect, erroneous or incomplete supporting documents and requirements. The Seller does not guarantee the accuracy of the data provided by the Buyer.
  - b) cases when the Buyer fails to fulfil its obligation to inspect the Goods at the earliest convenience upon its delivery and fails to claim any obvious defects discovered during this inspection without delay and no later than 14 days of the delivery of the Goods.
3. In the event that the Buyer or a third party performs any adjustments or repairs in the supply without the prior written consent of the Seller, the warranty as well as the rights arising from a defective performance are terminated.
4. In the event that the Seller causes provable damage due to the defective performance, the Parties hereby agree to limit the Seller's liability to the maximum amount of 100% of the value of the Goods due to which the damage had been incurred, excluding the VAT. This includes but is not limited to unpredictable damage incurred to the Buyer due to the contractual relations with his customers.
5. The Seller is obliged to remove the duly claimed defects within a reasonable term with respect to the technical nature of the defect.

#### **Article 6**

##### **Communication of the Parties**

1. The Parties agree that, as regards the Agreement, they will communicate with each other preferably by email where they also agree to consider the email communication as a means of written communication provided that the authorized persons communicate through the email addresses stipulated in the Agreement or Annexes thereto.
2. Contact persons and email addresses may be modified unilaterally by the Parties where such a modification becomes effective on the date of its delivery to the other Party. The aforementioned agreed means of communication do not exclude the right of the given Party to act in writing or through other parties to whom such a right arises out of the law.

#### **Article 7**

##### **Final Provisions**

1. Legal relationships arising from the Agreement which are not regulated thereby will be governed by the Civil Code in particular. The Parties also agree that the governing law will be the Czech law. Any disputes will be resolved before the Czech courts in the Czech language where the Parties also agree upon the local jurisdiction of the District Court in Ostrava and the subject-matter jurisdiction of the District Court and the Regional court in Ostrava, in the event that the subject-matter jurisdiction in the matter in question belongs to the Regional court.
2. The Buyer may not assign effectively its rights arising from this Agreement to another party or third party without the prior written consent of the other Party. The Seller may assign its claims arising herefrom or the entire Agreement to another entity, with respect to which the Buyer grants its consent.

3. The Parties hereby agree that all rights and obligations arising from the Agreement will pass to the legal successors of the Parties.
4. The Parties agree that the provisions of Section 1799 and 1800 of the Civil Code with respect to contracts of adhesion will not apply to the Agreement.
5. The Agreement may solely be amended in writing (i.e. also by email) based on the agreement of the Parties.
6. With respect to any rights and obligations not regulated by the Agreement or its Annexes, the Civil Code will apply. However, the Parties claim explicitly that in the event that any contractual provision is contradictory to a directory statutory provision, the Agreement will prevail at all times. The Civil Code will thus apply solely to cases not regulated by the Agreement.

These General Terms and Conditions were issued by Te.XOLL s.r.o. on the 1st. Mai 2019

Dr. Ing. Jiří Vaculík – managing director