

unitechnic.cz s.r.o. – General Business Terms

1. DEFINITION OF TERMS

"Buyer"	refers to the company or person with which unitechnic.cz s.r.o. has concluded the Contract (as defined below).
"Contract"	refers to the Contract on the sale of goods concluded between unitechnic.cz s.r.o. as the Seller, and the Buyer, which is governed by these General Business Terms.
"unitechnic.cz s.r.o." or the "Seller"	refers to the commercial company unitechnic.cz s.r.o., registered office in Prague 9, U vysočanského pivovaru 701/3, Czech Republic, Identification Number: 274 25 134, recorded in the Commercial Register administered by the Municipal Court of Prague, Section C, File Number 116169.
"Comm. Code"	refers to the Act of the Czech Republic No. 513/1991 Coll., Commercial Code, as amended.
"GBT"	these General Business Terms.

2. APPLICABILITY AND CHANGE OF THE CONDITIONS

- Unless expressly stated otherwise by the Contract, these GBT apply to the legal relations between unitechnic.cz s.r.o. and the Buyer, established on the basis of this Contract. These GBT exclude the use of all other contractual or specimen conditions, which the Buyer might refer to in any of its notices or prior negotiations, etc.
- The GBT form an integral part of the Contract pursuant to Section 273(1), Comm. Code. In the event of contradictions between the Contract and the GBT, the provisions of the Contract are superseding.
- By placing the order, the Buyer accepts the application of the GBT for the delivery of goods by the Seller.
- These GBT also regulate the process of concluding the Contract and constitute the agreement of the Buyer and Seller on the future practice for concluding contracts (e.g. pursuant to Section 275(4), Comm. Code).
- In the event of service provision by unitechnic.cz s.r.o., the provisions of these GBT will be applied accordingly.

3. CONCLUSION OF THE CONTRACT

- The Seller's offers in catalogues, brochures and other documents, on the internet, in advertisements, etc. constitute non-binding information about the offered assortment of goods and are not a proposal for the conclusion of the Contract or a public proposal for the conclusion of a Contract pursuant to Section 276, Comm. Code. The Seller reserves the right to repair printing errors and change offers without any liability on its part. The weight, dimensions, capacity, performance, appearance and other information contained in these offers is orientational, and may differ from reality to an extent that does not affect the functionality of the goods for the usual purpose.
- The Buyer may place the order (proposal for the conclusion of a Contract) by telephone, fax, in writing, electronically or in any other form that the Seller lists as possible in the current offers, according to the specification of the goods in the offer.
- unitechnic.cz s.r.o. at its own discretion may approve the order (accept the proposal) by confirming the order or by sending the goods or other similar action without informing the Buyer pursuant to Section 275(4) Comm. Code.
- Before making the contract, the Buyer has acquainted with the General Business Conditions of unitechnic.cz and agrees with them.
- Business communications of unitechnic.cz will be sent to the Buyer. The sending of business communications can be refused by means of a link in the business communication.

4. PRICE CREATION

- Unless expressly stipulated otherwise, it applies that the prices for the goods offered by the Seller are indicated without value added tax and do not include transport.
- When ordering via the Internet, the price indicated at the moment of ordering is valid. When ordering from a catalogue, flyer or advertisements (hereinafter the "catalogue"), the price indicated therein is valid until the issuing of a new catalogue or until the passing of the validity period indicated in the text of the catalogue; then, the price according to the current offer on the Internet is valid. When ordering by telephone, the price disclosed by the operator is valid. In the case of doubt, the price according to the current offer on the Internet is used.
- The Seller reserves the right to modify prices unilaterally in the case of a rise in costs due to circumstances beyond its control, which occurred in the period after the publication of the offer (rise in taxes, changes in exchange rates, substantial changes in supplier conditions among manufacturers and other goods suppliers, etc.), by means of publication of a notice on the Internet. If the Contract has already been concluded, then based on

a unilateral written notice to the Buyer. If the Buyer disagrees with the price increase, he is authorised to withdraw from the Contract.

5. PAYMENTS

- During non-cash payment, the price is paid only after the crediting of the entire purchase price (or part of the price for an independent part of the delivery) to the Seller's account. In the event of delay in payment of the purchase price or other financial obligation, the Buyer is obligated to pay the Seller interest on arrears equal to 0.1% for every day of delay.
- The ownership rights to the goods shall pass to the Buyer upon full payment of the purchase price or upon the delivery of the goods (See Article 6 hereof), whichever occurs sooner. As long as the goods are owned by unitechnic.cz s.r.o., unitechnic.cz s.r.o. may regain possession of the goods if the Buyer fails to fulfil his obligations. Until ownership is transferred to the Buyer, the Buyer is obligated to care for the goods delivered to him at his own expense as though he were a warehouse, and he is not authorised to handle, use or interfere with the goods. The same procedure applies if the Seller becomes the owner of the goods again for any reason.
- In the event that the Buyer pays an advance on the purchase price for the goods delivered upon order, the advance is non-refundable. The Buyer has the right to refunding of the advance only if the Buyer withdraws from the Contract pursuant to Article 8.2.
- The Buyer is obligated to compensate unitechnic.cz s.r.o. for all costs and expenses accrued in consequence of any breach of payment or other obligations by the Buyer, including (but not limited to) the costs for legal representation for the purpose of recovering unpaid payments.
- In the event that the goods are returned to the Seller (e.g. pursuant to Article 7.5), the Seller is authorised to bind the refunding of the purchase price to the approval of a tax credit note by the Buyer.

6. DELIVERY OF GOODS

- The delivery of goods is realised through their sending to the Buyer, i.e. realised at the moment when the goods are handed over by unitechnic.cz s.r.o. to the first shipper for transport to the Buyer (moment of handover). If unitechnic.cz s.r.o., at its own discretion, performs the delivery of the goods at its own expense, the delivery is realised at the moment when the Buyer is permitted to handle the goods at the agreed destination. During personal collection, the delivery is realised at the moment when the Buyer is permitted to handle the goods at the Seller's premises; if a collection deadline is agreed, delivery is realised on the last day of the deadline, unless the Buyer collects the goods at an earlier date.
- The risk of damage to the goods and the related full liability vis-à-vis third parties is transferred to the Buyer at the moment of delivery.
- The time of delivery is determined by the Seller. The time of delivery indicated in the offer (Article 3.1) or in the Contract is purely orientational and unitechnic.cz s.r.o. is not liable for detriment arising from a delay compared to the anticipated time of delivery. In the event that delivery is delayed by more than 12 months compared to the anticipated time of delivery, the procedure pursuant to Article 8.2 is applied accordingly.
- In the event that it is not possible to deliver the goods to the Buyer for any reason on the part of the Buyer, the goods will be considered delivered at the moment of delivery for the purpose of passing of the warranty period, stipulation of the maturity date of the purchase price, etc. unitechnic.cz s.r.o. is authorised at its own discretion to leave the goods at the destination or to store the goods until their takeover by the Buyer, and to sell them after the passing of 1 month; the Buyer is liable for all the related costs and expenses. unitechnic.cz s.r.o.'s

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claim to the compensation of detriment arising from the Buyer's failure to take over the goods remains unaffected.

7. QUALITY GUARANTEE

- 7.1. The Seller provides a quality guarantee. The guarantee applies to defects that inhibit the use of the article for the usual purpose, existing as of the date of transfer of the risk of damage to the goods (i.e. from delivery of the goods pursuant to Article 6.1) or to defects that occur within the warranty period. The warranty period is 12 months from the date of delivery of the goods. In the event of replacement or repair of the goods due to the application of the guarantee, the course of the original warranty period is not interrupted, but is extended by the period of repair (replacement).
- 7.2. The Buyer is obligated to inspect the goods immediately after takeover (Section 427, Comm. Code), immediately report any defects in the goods (Section 428, Comm. Code) and stop using the goods. These obligations apply accordingly to defects that occurred in the warranty period, when the Buyer is obligated to report the existence of a defect immediately upon its occurrence, but at latest on the last day of the warranty period. The Seller is not liable for defects – or the worsening of existing defects – arising in consequence of a breach of these obligations; in the event of a substantial worsening of the condition of the article, the Buyer loses his rights from defects.
- 7.3. If the Buyer does not inform unitechnic.cz s.r.o. about a defect in the goods within 2 weeks of the date when the defect became apparent, he loses his right to apply rights from defects. Upon request from the Seller, the Buyer is obligated to apply rights from defects (respectively supplement the prior notice) on the form prescribed by the Seller, otherwise he loses his rights from defects in the goods.
- 7.4. The guarantee does not apply to: consumer material such as oil, v-belts, etc., regular wear, corrosion or the leakage of hydraulic fluids; defects in goods that were not installed, stored or used correctly (incorrect use refers particularly to a breach of the instructions for use or unprofessional use due to insufficient qualifications); goods whose maintenance was not performed by qualified technicians, goods that were modified or damaged by conduct of the Buyer or third parties beyond the control of unitechnic.cz s.r.o. or in consequence of force majeure, soiled goods.
- 7.5. Rights from defects in goods: If the goods have defects pursuant to Article 7.1, unitechnic.cz s.r.o. is obligated, at its own discretion, to repair or replace the goods (or their defective part) or, if the goods (or the defective part) cannot be repaired or replaced for any reason, to refund the Buyer the price for the goods, after the Buyer returns the goods to unitechnic.cz s.r.o.. Any goods returned to unitechnic.cz s.r.o., which cannot be repaired, will be transferred to the ownership of unitechnic.cz s.r.o.. Costs for transport and other costs for replacement or returning of the goods are borne by the Buyer. It is expressly agreed that in the case of defects in the goods, the application of Section 379, first sentence, Comm. Code, and Section 380, Comm. Code, is excluded, meaning that the Buyer is not entitled to the compensation of costs spent for the transport of the goods to and from unitechnic.cz s.r.o., and unitechnic.cz s.r.o. is not liable for the Buyer's lost profit or for other indirect detriment arising in consequence of the defects in the goods.
- 7.6. If the goods (or their part) is repaired on the Buyer's premises, the travel expenses and costs for accommodation accrued by unitechnic.cz s.r.o. will be borne by the Buyer; instead of the actually expended costs, the Seller is authorised to demand the payment of service intervention of the Buyer's premises pursuant to the current price list, provided these costs do not exceed the factually expended costs.
- 7.7. In the event that unitechnic.cz s.r.o. fulfils the provisions of Article 7.5, it has no further obligations from the existence of a defect in the goods.
- 7.8. In the event of the unauthorised application of rights from defects, the Buyer is obligated to compensate the all the costs unjustly accrued by the Seller in consequence of the unauthorised reclamation, including payment for the work performed by the Seller's technicians in the amount corresponding to the remuneration for the corresponding maintenance service according to the Seller's current price list for service intervention.
- 7.9. In the case of services, unitechnic.cz s.r.o. guarantees that these services will be provided while exercising professional skill and care.

8. FORCE MAJEURE

- 8.1. unitechnic.cz s.r.o. reserves the right to postpone delivery or withdraw from the Contract entirely or in part, if it cannot perform its commercial activities properly due to unforeseeable and unavoidable obstacles in its commercial activities that are beyond its control, including (but not limited to) cases of issuance of a certain law, regulation or ordinance (whether valid or invalid), wars or special affairs of state, riots, fire, lack of labour forces, restrictions or delays on the part of the shipper or incapability of delay in the acquisition of the required supplies or suitable materials.
- 8.2. In cases of force majeure lasting uninterruptedly for more than 12 months, either contracting party is authorised to withdraw from the Contract.

9. LIMITATION OF LIABILITY FOR DETRIMENT

- 9.1. It is expressly agreed that in the case of detriment arising in consequence of unitechnic.cz s.r.o.'s conduct, the application of Section 379, first sentence, Comm. Code and Section 380, Comm. Code, is excluded, in the sense that unitechnic.cz s.r.o. will not be liable for any detriment until the price for the goods and/or services is paid in full; the said liability, if it arises, is limited to the price value of the relevant goods and/or services. unitechnic.cz s.r.o. is not liable for any detriment incurred by the Buyer in consequence of its delay. Likewise, unitechnic.cz s.r.o. is not liable for the Buyer's lost profit or any other indirect detriment.

10. INTELLECTUAL OWNERSHIP

- 10.1. The Buyer admits that it acquires no rights to any patent, trademark, commercial name or any other intellectual ownership owned or used by unitechnic.cz s.r.o.. The Buyer undertakes to not perform or enable the performance of anything that could have any negative impact on the validity or value of unitechnic.cz s.r.o.'s intellectual property or be detrimental to unitechnic.cz s.r.o.'s good reputation.

11. ASSIGNMENT

- 11.1. The Buyer is not authorised to assign any rights and obligations from the Contract to a third party without prior written consent from unitechnic.cz s.r.o..
- 11.2. The Buyer is not authorised to clear unilaterally any rights against a receivable of unitechnic.cz s.r.o..

12. APPLICABLE LAW

- 12.1. The rights and obligations of the contracting parties that are not expressly regulated by the Contract or these GBT are governed by Czech domestic legal regulations. The UN Convention on the International Sale of Goods (CISG) will not be applied.
- 12.2. All disputes arising from the Contract or in relation to it will be resolved with final validity by the Court of Arbitration of the Chamber of Commerce and Agrarian Chamber of the CR.
- 12.3. These GBT are executed in the Czech language. All translations into foreign languages are purely orientational and in the case of disagreement between the Czech version and the translation, the Czech version is superseding. By placing the order and accepting the GBT, the Buyer confirms that he has been familiarised with the wording in the Czech language.

13. FINAL PROVISIONS

- 13.1. These General Business Terms comes into effect on 1st May 2013.