

unitechnic.cz s.r.o. - General Terms and Conditions

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1. DEFINITION OF TERMS

"Purchaser"	means the entity with whom unitechnic.cz s.r.o. entered into a Contract (as defined below).
"Contract"	means the Contract for the sale of goods entered into between unitechnic.cz s.r.o., as the Seller, and the Purchaser, which is subject to these General Terms and Conditions.
"unitechnic.cz s.r.o." or "Seller"	means the trading company unitechnic.cz s.r.o., registered office: Prague 9, U vysočanského pivovaru 701/3, Czech Republic, Reg. ID.: 274 25 134, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 116169.
"CC"	means Act No. 89/2012 Coll., the Civil Code, as amended by later legislation.
"T&C"	These General Terms and Conditions.

2. APPLICABILITY AND AMENDMENTS OF THE TERMS

- 2.1. Unless the Contract expressly stated otherwise, these T&C are applicable to the legal relations between unitechnic.cz s.r.o. and the Purchaser which arise under the Contract. These T&C exclude the application of any terms or conditions of the provisions, to which the purchaser could be referenced in any of their previous dealings or communications, etc.
- 2.2. The T&C are formed within the sense of § 1751 CC of the integral part of the Contract. In the event of discrepancies between Contract and the T&C, the Contract is decisive.
- 2.3. The Purchaser placing the order (proposal for the conclusion of the Contract - offerings, hereinafter referred to as the "Offer") accepts the use of T & C for the supply of goods by the Seller and confirms that they are aware of the T&C. The Purchaser has to be familiar with the T&C of unitechnic.cz and agree to them prior to signing the Contract.
- 2.4. These T&C govern the further process of concluding the Contract and conceptualises the notion of future practice when concluding contracts with regards to the Purchaser and the Seller.
- 2.5. In the case of the provision of services of unitechnic.cz s.r.o., the provisions of these T&C shall apply accordingly.

3. CONCLUSION OF THE CONTRACT

- 3.1. The offerings of the Seller in catalogues, brochures and other printed materials, on the Internet and advertisements, etc. represent non-binding information about the range of goods offered and are not a proposal to rescind the Contract or a public proposal to conclude a Contract under § 1732 CC. The Seller reserves the right to correct misprints and make changes in offerings and without any liability whatsoever on their part. Weight, dimensions, capacity, performance, images and any other data contained in these offerings are indicative data, which may be different from reality to an extent that it does not affect the functioning of the goods for the usual purpose.
- 3.2. The Purchaser can make an order by telephone, in writing, by fax, electronic or other form, which the Seller states as possible with the current offerings, according to the product specification of goods on offer.
- 3.3. unitechnic.cz s.r.o. can decide themselves to accept the order by confirming it, or by dispatching the goods or by another similar act without informing the Purchaser according to the § 1744 CC.
- 3.4. The Purchaser will receive commercial messages from unitechnic.cz. The sending of the commercial messages can be unsubscribed by reference in business communications.

4. PRICE FORMATION

- 4.1. If not expressly specified otherwise, it applies that the prices of goods offered by the Seller are exclusive of VAT and do not include shipping.
- 4.2. When ordering via the internet, that the price quoted at the time of ordering applies. When ordering from a catalogue, brochure or advertisement (hereinafter referred to as the "Catalogue"), the price referred to therein applies, and up to the release of a new catalogue or until the expiry of

the relevant text in the catalogue, after, the price according to the current offer on the Internet applies. When you order by phone, the price is communicated by the operator. If in doubt the price used by the current offer on the Internet applies.

4.3. The Seller reserves the right to unilaterally modify prices if there are increases in costs resulting from circumstances beyond their control, that emerged in the period after publication of the offer (tax increases, exchange rate changes, marked changes in supply conditions for manufacturers and other suppliers of goods, etc.), and by means of the publication of such notices on the Internet, and, if the Contract is concluded, then a unilateral written notice to the Purchaser. In the event that the Purchaser does not agree with the increase in prices, they are entitled to rescind the Contract.

5. PAYMENT

5.1. In case of cashless payment, the purchase price is paid only by crediting the full purchase price (or part of the price for a separate part of delivery) to the Seller's account. In case of default in payment of the purchase price or other monetary obligations, the Purchaser is obliged to pay default interest of 0.1% per day of delay.

5.2. The Purchaser shall take ownership of the goods upon full payment of the purchase price or at the time of delivery of the goods (see Article 6), and at this time, the goods are under their ownership. Until such a time, the goods are owned by unitechnic.cz s.r.o., unitechnic.cz s.r.o. may take re-possession of the goods upon failure to fulfil obligations by the Purchaser. If ownership has not fully been transferred to the Purchaser, the Purchaser is obliged to, at their own expense, look after the goods with proper maintenance, and they are not entitled to dispose, use or tamper with the goods (which have already been delivered). This is similarly applied, if the Seller, for any reason, is once again under the ownership of the goods.

5.3. In the event that a deposit is payable by the Purchaser for the purchase price of the goods supplied under the order, the deposit is non-refundable. The Purchaser has the right to repayment only in the event of rescinding from the Contract by the Purchaser in accordance with Article 8.2

5.4. The Purchaser is obliged to compensate unitechnic.cz s.r.o. for all costs and expenses they incur as a result of any breach of payment and other obligations of the Purchaser, including (but not limited to) costs of legal representation for the purpose of recovering outstanding payments.

5.5. In the event of returning the goods to the Seller (e.g., in accordance with Article 7.5), the Seller is authorized to make a refund the Purchaser of the purchase price to the approval of tax credit.

6. DELIVERY OF THE GOODS

6.1. Delivery (surrender) of the goods is implemented by sending to the Purchaser, i.e. it is implemented when the goods are passed on by unitechnic.cz s.r.o. to the first carrier for transport to the Purchaser (the moment of supply). In those cases where unitechnic.cz s.r.o., according to their own free choosing, implements transportation of the goods at their own expense, the supply is actualised at the moment where the Purchaser makes the goods available for disposal at the agreed destination. In case of personal pick up, delivery is made at the moment when the disposal of the goods, with regards the Purchaser, is made at the headquarters of the Seller; if there is an agreed deadline for receipt, delivery is made on the last day of the agreed period, if the Purchaser has not accepted the goods previously.

6.2. The risk of damage to the goods and any related third party liability is transferred to the Purchaser upon delivery.

6.3. The delivery time is determined by the Seller. The delivery time quoted in the offering (Article 3.1) or in the Contract is for guidance only and unitechnic.cz s.r.o. is not liable for damages resulting from the delay in delivery against the estimated time of delivery. In the case that delivery is delayed against the estimated time of delivery by more than 12 months, the following incidence is relevant according to Article 8.2.

6.4. In the event that it is impossible to deliver the goods to the Purchaser for whatever reason on the side of the Purchaser, the goods will be, for the purposes of passage of time of the liability from defective goods, assignment of the day of payment of the purchase price, etc., regarded as delivered upon its delivery. unitechnic.cz s.r.o. is hereby authorized, at their discretion, to retain the goods at the destination or store the goods until such a time as acceptance of the goods occurs with the Purchaser, and, after one month, to sell them; the Purchaser is responsible for any costs and expenses in connection therewith. The right of unitechnic.cz s.r.o. for damages resulting from the non-acceptance of goods by the Purchaser remains unaffected.

7. QUALITY WARRANTY

7.1. The Seller provides a quality warranty. The warranty applies to defects that hinder the use of the goods for the usual purpose, existing to the day of transfer of the risk of damage to the goods

(i.e. from the delivery of goods according to Article 6.1) or against defects that occur within the warranty period. The warranty period encompasses 12 months from the date of delivery. In case of replacement or repair of the goods as a result of the warranty, the course of the original warranty period is not interrupted, but shall be extended throughout the repair period (replacement).

7.2. The Purchaser is obliged to inspect the goods as soon as possible and where possible after the transfer of the risk of damage to the goods without undue delay and notify the Seller about whether the goods have any defect and cease the use of the goods. Proportionally, these obligations also apply to defects that occur within the warranty period, when the Purchaser is obliged to notify of the existence of a defect without undue delay after its occurrence, but no later than the last day of the warranty period. The Seller is not liable for defects - or for the aggravation of existing defects - resulting from a breach of these obligations; in case of substantial deterioration of the status of the goods, the Purchaser loses the right against defects.

7.3. If the Purchaser fails to inform unitechnic.cz s.r.o. about a defect with goods within 2 weeks from the date when such a defect became apparent, they lose the right to apply rights against defects. With prompting of the Seller, the Purchaser is obliged to exercise the rights from defects (resp. supplement previous notification(s)) to the Seller by the prescribed form, otherwise they lose the rights against defective goods.

7.4. The warranty shall not apply to consumables such as oil, serpentine belts, etc., ordinary wear and tear, corrosion or leakage of hydraulic fluid; defects on goods which were not properly installed, stored or used (incorrect use means, in particular, violations of the instructions for use or incompetent use as a result a lack of qualifications), goods on which maintenance was not carried out by qualified technicians, goods which have been modified or damaged by any act of the Purchaser or any third party beyond the control of unitechnic.cz s.r.o. or as a consequence of force majeure, goods contaminated.

7.5. The rights against faulty goods: If the goods have defects in accordance with Article 7.1, unitechnic.cz s.r.o. is obliged, according to their own free choosing, to repair or replace such goods (or the defective part) or in the event that the goods (or its defective part) for any reason cannot be repaired or replaced, to reimburse the cost of such goods to the Purchaser after the Purchaser returns the goods to unitechnic.cz s.r.o. Any goods returned to unitechnic.cz s.r.o., which cannot be repaired, becomes the property unitechnic.cz s.r.o. The cost of transportation and other expenses of the replacement or return is borne by the Purchaser. It is expressly agreed that in the event of defects in items by the Purchaser, they shall not be entitled to reimbursement of costs incurred for the transport of goods to and from unitechnic.cz s.r.o., and unitechnic.cz s.r.o. is also not responsible for lost profits of the Purchaser, nor for other circumstantial damage due to defective goods.

7.6. If the goods (or parts thereof) are repaired with the Purchaser, travel expenses and the cost of accommodation that unitechnic.cz s.r.o. incurs shall be borne by the Purchaser; instead of the actual costs incurred, the Seller is entitled to reimbursement according to the current price list of service actions of the Seller, but does not exceed the actual costs incurred.

7.7. In the event that unitechnic.cz s.r.o. is filled with the provisions of Article 7.5, they have no further obligations due to the existence of defects in goods.

7.8. In the event of unauthorized application of rights from defects, the Purchaser is obliged to pay all costs, which the Seller incurred, due to an unauthorized claim, including payment for the work of technicians of the Seller, in the amount corresponding to the remuneration for similar maintenance services according to the current price list of service actions of the Seller.

7.9. In the case of services, unitechnic.cz s.r.o. ensures that these services will be provided having taken professional competences and care.

8. FORCE MAJEUR

8.1. unitechnic.cz s.r.o. reserves the right to postpone the delivery or to terminate the Contract in whole or in part, if it is no longer able to properly perform its business (contractual) activities due to unforeseen and unavoidable obstacles in business activities beyond its control, including (but not unlimited) cases, where a matter of law arises, provisions or regulations (whether valid or invalid), war or a country's state of emergency, riots, fires, shortage of labour, limitations or delays on the part of the carrier or the inability or delay in obtaining supplies needed or appropriate materials.

8.2. In cases of force majeure ongoing continuously for a period longer than 12 months, either Contracting Party is entitled to rescind the Contract.

9. LIMITATION OF LIABILITY

9.1. It is expressly agreed that, in the event of damage due to the acts of unitechnic.cz s.r.o. on the side of unitechnic.cz s.r.o., no liability shall arise for damage as long as the price of goods and / or services are not paid in full; such liability, if any, is limited by the amount of the price of such

goods and / or services. unitechnic.cz s.r.o. is not responsible for any damage incurred by the Purchaser as a result of the default. unitechnic.cz s.r.o. is also not responsible for lost profits of the Purchaser, nor for other circumstantial damages.

10. INTELLECTUAL PROPERTY

10.1. The Purchaser acknowledges that they obtain no rights to any patent, trade mark, trade name (company) or any other intellectual property that unitechnic.cz s.r.o. owns or uses. The Purchaser undertakes not to account or not to allow anything to be done which might, in any way, adversely affect the validity or value of intellectual property of unitechnic.cz s.r.o. or be detrimental to the good reputation of unitechnic.cz s.r.o.

11. TRANSFERS

11.1. The Purchaser is not entitled to assign any rights and accounts receivable to any third party under the Contract without the prior written consent of unitechnic.cz s.r.o.

11.2. The Purchaser is not authorized to unilaterally offset any rights against the accounts receivable of unitechnic.cz s.r.o.

12. APPLICABLE LAW

12.1. The rights and obligations of the parties explicit by the Contract or these T&C shall be governed by Czech national legislation. The UN Convention on the International Sale of Goods (CISG) shall not apply.

12.2. Any dispute arising out of or in connection with it shall be definitively dealt with by the Arbitration Court at the Economic Chamber and the Agricultural Chamber of the Czech Republic.

12.3. These T&C are written in the Czech language. All translations into foreign languages are only indicative and in the case of inconsistencies between the Czech text and the translation, the version in the Czech language will prevail. The Purchaser placing an order and the acceptance of T&C confirms that they are familiar with the wording in the Czech language and that they agree.

12.4. The competent authority for out-of-court settlement of consumer disputes arising from a purchase agreement is the Czech Trade Inspectorate, having its registered seat at Štěpánská 567/15, 120 00 Prague 2, Corporate number: 00020869, Website www.coi.cz.

13. CONCLUDING PROVISIONS

13.1. These Terms and Conditions shall come into effect on 1 January 2014.