

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

Page 1 (total of 2)

1. DEFINITION OF TERMS

"Buyer"	means a person with whom unitechnic.cz has concluded a Contract (as defined below);
"Contract"	means a contract for the sale of goods concluded between unitechnic.cz s.r.o., as the seller, and a Buyer, which is governed by these General business conditions;
"unitechnic.cz s.r.o." or the "Seller"	means the company unitechnic.cz s.r.o., with headquarters at Prague 9, U vysočanského pivovaru 701/3, Czech Republic, ID No.: 274 25 134, registered in the Commercial Register at the City Court in Prague, Section C, File 116169;
"CC"	means Civil Code Act No. 89/2012 Coll., as subsequently amended;
"GBC"	means these General business conditions.

2. APPLICABILITY AND CHANGE OF CONDITIONS

- 2.1. Unless explicitly set forth in the Contract otherwise, these GBC govern the legal relationships between unitechnic.cz s.r.o. and the Buyer formed on the basis of a Contract. These GBC exclude the use of all other contractual or model conditions to which the Buyer may have referred in any of their communications or previous negotiations, etc.
- 2.2. In the sense of provision § 1751 of the CC, the GBC form an integral part of a Contract. In the event of discrepancies between a Contract and the GBC, the provisions of the Contract shall take precedence.
- 2.3. The Buyer, by making an order (proposal to enter into contract – offer, hereinafter "order") accepts the use of the GBC for the supply of goods by the Seller and thereby confirms that the Buyer is acquainted with the GBC. Prior to entering into a contract, the Buyer has acquainted themselves with the GBC of the company unitechnic.cz and is in agreement with them.
- 2.4. These GBC govern, hereinafter, the Contract conclusion process and represent an agreement between the Buyer and the Seller regarding the future practice of concluding contracts.
- 2.5. In the event of a provision of services by unitechnic.cz s.r.o., the provisions of these GBC shall be used commensurately.

3. CONCLUSION OF CONTRACT

- 3.1. The offers of the Seller in catalogues, fliers and other printed materials, on the internet, in advertisements, etc. represent unbinding information about the offered product range and are not an offer to enter into contract or a public offer to conclude a contract

pursuant to § 1732 of the CC. The Seller reserves the right to make corrections to printing errors and to change offers, without any responsibility on their side whatsoever. The weight, dimensions, capacity, performance, visualisations and other particulars shown in these offers are indicative, and may differ from reality to a degree that does not have an effect on the functionality of the goods for their usual purpose.

- 3.2. The Buyer may make an order by telephone, in writing, by fax, electronically or in another form, which the Seller indicates as possible in the current offers, according to the specification of goods in an offer.
- 3.3. unitechnic.cz may, of its own volition, accept the order by confirming it or by sending the goods or by another similar action without informing the Buyer in the sense of § 1744 of the CC.
- 3.4. The Buyer will be sent commercial communications of unitechnic.cz. The sending of commercial communications can be cancelled by means of the link contained in the commercial communications.

4. PRICING POLICY

- 4.1. Unless otherwise explicitly specified, it applies that the prices of goods offered by the Seller are indicated without the value added tax and do not include transport.
- 4.2. When ordering via the internet, the price shown at the time the order is made, shall apply. When ordering through a catalogue, flier or advertisement (hereinafter "catalogue") the price shown therein applies and is valid until the issue of a new catalogue or until the expiry of the period of validity as per the text of the catalogue; thereafter the price according to the current internet offer shall apply. For telephone orders, the price quoted by the operator shall apply. In the event of doubts, the price according to the current internet offer shall be used.
- 4.3. The Seller reserves the right to unilaterally modify prices in the case of expense increases resulting from factors outside their control, that have arisen in the period after the publication of the offer (tax increases, foreign exchange rate movements, substantial changes in supplier conditions of manufacturers and other suppliers of goods, etc.), by means of publishing an announcement on the internet, and in the event that a contract has been concluded, by means of a unilateral written notice to the Buyer. In the event that the Buyer does not agree with the price increase, they have the right to withdraw from the Contract.

5. PAYMENT

- 5.1. For cashless payment, the purchase price is considered as paid only after the full purchase price (or a part of the price for an separate part of the delivery) is credited to the account of the Seller. In the event of late payment of the purchase price or another pecuniary obligation, the Buyer is obliged to pay the Seller a late payment rate in the amount of 0.1 % for each day of delay.
- 5.2. The Seller acquires the right of ownership to the goods upon full payment of the purchase price or upon delivery of the goods (see art. 6), whichever occurs later. As long as the goods are the property of unitechnic.cz s.r.o., unitechnic.cz s.r.o. can, on the grounds of the Buyer failing to meet obligations, regain the possession of the goods. Until ownership is passed to the Buyer, the Buyer is obliged care for the goods already supplied as a good caretaker, and is not authorised to handle, use or interfere with the goods in any way whatsoever. The procedure is comparable, when the Seller for whatever reason reacquires ownership of the goods.
- 5.3. In the event that the Buyer has paid a deposit on the purchase price of custom-made goods, the deposit is non-refundable. The Buyer only has the right to a refund of the

deposit in the case, where the Buyer withdraws from the contract according to article 8.2.

- 5.4. The Buyer is obliged to reimburse unitechnic.cz s.r.o. for all costs and expenses that arise as a result of any type of breach of payment or other responsibilities by the Buyer, including (however without limitation) legal representation costs for the purpose of exaction of unpaid payments.
- 5.5. In the event that goods are returned to the Seller (e.g. according to article 7.5), the Seller is entitled to subject the refund of the purchase price to the approval of a tax credit note by the Buyer.

6. DELIVERY OF GOODS

- 6.1. The delivery (handover) of goods is performed when it is sent to the Buyer, i.e. performed at the moment, when the goods are handed over by unitechnic.cz s.r.o. to the first carrier for transport to the Buyer (moment of supply). In the event that unitechnic.cz s.r.o. ships, of its own volition, at its own expense, delivery is performed at the moment that the Buyer is enabled to handle the goods in the arranged place of destination. In the case of personal collection of goods, delivery is performed at the moment when the Buyer is enabled to handle the goods at the headquarters of the Seller; in the event that a handover deadline is agreed upon, the delivery is performed on the last day of the agreed upon deadline, unless the Buyer collects the goods sooner.
- 6.2. The risk of damage to goods and all related risks towards third parties passes to the Buyer at the moment of supply.
- 6.3. The moment of supply is determined by the Seller. The delivery date specified in the offer (art. 3.1) or in the Contract is only indicative and unitechnic.cz s.r.o. is not responsible for damages arising as a result of delayed delivery relative to the expected delivery date. In the event that delivery is delayed relative to the expected delivery date by more than 12 months, parties shall proceed commensurately according to article 8.2.
- 6.4. In the event that it is not possible to deliver the goods to the Buyer, for whatever reason on the side of the Buyer, the goods, shall, for the purposes of passage of the period of responsibility for defect of goods, for setting of the payment term of the purchase price, etc., be considered to be delivered at the moment of supply. unitechnic.cz s.r.o. is entitled, of its own volition, to leave the goods in the place of destination or to store the goods until such a time that the goods are taken into possession by the Buyer (in this case the Buyer is responsible for all related costs and expenses), and furthermore, after a futile passage of 1 month from the expected delivery term (see article 6.3.) the Seller has the right to withdraw from the Contract. In the event that the Buyer has already paid the Seller the purchase price, then the Buyer is entitled to its refund after the Seller has withdrawn from the Contract (after deducting any costs and expenses connected with the storage of the goods). The right of unitechnic.cz s.r.o. to claim compensation for damages arising from non-acceptance of the goods by the Buyer remains unaffected by this paragraph.

7. QUALITY WARRANTY

- 7.1. The Seller provides a quality warranty. The quality warranty covers defects preventing the use of the goods for the usual purpose, existing to the date of transfer of risk of damages (i.e. from the delivery of goods according to article 6.1) or defects arising during the warranty period. The warranty period is 12 months from the date of delivery of goods. In the event of replacement or repair of goods arising due to the exercise of the warranty, the duration of the original warranty period is not interrupted, however, it is extended by the duration of the repair (replacement).
- 7.2. The Purchaser is obliged to inspect the goods as far as possible as soon as possible after the transfer of risk of damages and without undue delay to notify the Seller should

the goods have any defects and to cease using the goods. Commensurately, these responsibilities apply also to defects arisen during the warranty period, where the Buyer is obliged to notify of the existence of a defect without undue delay after it arises, however, no later than on the last day of the warranty period. The Seller is not responsible for defects - or deterioration of existing defects - arisen as a result of a breach of these responsibilities; in the case of a significant deterioration of the state of the goods, the Buyer loses the rights from defects.

- 7.3. In the event that the Buyer does not notify unitechnic.cz s.r.o. about the defect of the goods within 2 weeks of the day on which such a defect became evident, the Buyer loses the right to exercise the rights from defects. Upon notice from the Seller, the Buyer is obliged to exercise the rights from defects (or to supplement a preceding notice) by means of a prescribed form, otherwise the Buyer loses the rights from defects of goods.
- 7.4. The warranty does not cover: consumable materials, e.g. oil, V-belts, etc., standard wear and tear, corrosion or leakage of hydraulic fluids, defects on goods that were not properly installed, stored or used (incorrect use is understood to mean, in particular, breach of the operating manual or unprofessional use resulting from insufficient qualifications), goods that were not maintained by qualified technicians, goods that were modified or damaged by any actions of the Buyer or third parties outside the control of unitechnic.cz s.r.o., or as a result of force majeure, soiled goods.
- 7.5. Rights from defects of goods: In the event that the goods have defects according to article 7.1., unitechnic.cz s.r.o. is obliged, of its own volition, to repair or replace such goods (or their defective part) or in the case that the goods (or their defective part) cannot, for whatever reason, be repaired or replaced, to refund the price of such goods to the Buyer after the Buyer returns the goods to unitechnic.cz s.r.o.. Any goods returned to unitechnic.cz s.r.o. that cannot be repaired, become the property of unitechnic.cz s.r.o.. Shipping costs and other costs related to replacement or return of the goods are borne by the Buyer. It is explicitly agreed that for the case of defects of goods, the Buyer does not acquire the right to compensation for costs expended on the transport of goods to and from unitechnic.cz s.r.o., and likewise, unitechnic.cz s.r.o. is not responsible for loss of profit of the Buyer, nor any other indirect damages resulting from the defect of goods.
- 7.6. In the event that the goods (or their part) are repaired at the premises of the Buyer, travel and accommodation costs arising to unitechnic.cz s.r.o. will be borne by the Buyer; instead of the actually expended expenses, the Seller is entitled to claim reimbursement according to the current service tasks price list of the Seller, if they do not exceed the actually expended expenses.
- 7.7. In the event that unitechnic.cz s.r.o. meets the provisions of article 7.5., it has no further obligation arising from the fact of the existence of a defect of goods.
- 7.8. In the event of an unjustified claim to the right from defects, the Buyer is obliged to reimburse all costs arisen to the Seller as a result of the unjustified claim, including reimbursement for the work of the Seller's technicians in an amount corresponding to remuneration for similar services according to the Seller's current service tasks price list.
- 7.9. In the case of services, unitechnic.cz s.r.o. guarantees that these services will be provided with the expenditure of professional competencies and care.

8. FORCE MAJEURE

- 8.1. unitechnic.cz s.r.o. reserves the right to delay the delivery of goods (by the duration of the hereinafter specified obstruction) or to withdraw from the Contract entirely or in part (if the hereinafter specified obstruction lasts longer than 12 months), if it cannot duly (properly or on time) perform its business (contractual) activity defined by the Contract due to unforeseeable and irremovable obstructions to its business activity that are out

of its control, including (but not without limitation) the passing of a given law, legal regulation (whether effective or not), wars, terror attack, or national state of emergency, civil unrest, fires, insufficient human resources, limitations or delays on the side of the carrier and/or the inability or delay in procuring deliveries of necessary or suitable materials (hereinafter "force majeure").

8.2. In the event of force majeure specified in paragraph 1, lasting longer than 12 months, the Buyer has the right to withdraw from the Contract.

9. LIMITATIONS OF RESPONSIBILITY FOR DAMAGES

9.1. It is explicitly agreed that for the case that damages arise due to the actions of unitechnic.cz s.r.o. on the side of unitechnic.cz s.r.o., no responsibility for damages arises whilst the price of the goods and/or services is not fully paid; the aforementioned responsibility, if it arises, is further limited by the sum of the price of such goods and/or services. unitechnic.cz s.r.o. is not responsible for any damages arising to the Buyer as a result of its delay. unitechnic.cz s.r.o. is, likewise, not responsible for loss of profit of the Buyer, nor any other indirect damages.

10. INTELLECTUAL PROPERTY

10.1. The Buyer accepts and takes into consideration that the conclusion of the contract and its subsequent execution will not result in the Buyer acquiring any rights to any patent, trademark, business name (company) or any other intellectual or industrial property, which unitechnic.cz s.r.o. owns or utilises. The Buyer undertakes not to take any action or permit anything to be performed, which could in any way negatively affect the validity or value of intellectual or industrial property of unitechnic.cz s.r.o. or could be to the detriment of the good name of unitechnic.cz s.r.o.

11. TRANSFER a CREDITING

11.1. The Buyer does not have the right to transfer any of their rights (including claims) and to transfer any responsibilities arising from the Contract or its part, nor transfer the Contract as a whole to a third party without prior written approval of unitechnic.cz s.r.o..

11.2. The Buyer is not authorised to unilaterally credit any of its claims on unitechnic.cz s.r.o. against a claim of unitechnic.cz s.r.o. for the Buyer from the Contract or a claim related to the relationship established by the Contract (e.g. claim for compensation for damages, unjust enrichment, etc.).

12. GOVERNING LAW

12.1. The rights and responsibilities of the contractual parties explicitly not set forth by the Contract or these GBC shall be governed by domestic Czech legal regulations. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied (if the legal relationship established by the Contract contains an international element).

12.2. All disputes arising from this contract and related to it, shall be adjudicated with final validity by the Arbitration Court of the Czech Republic and the Agricultural Chamber of the Czech Republic according to its arbitration code by three judges.

12.3. These GBC are drawn up in the Czech language. All translations into foreign languages are only indicative and in the event of a discrepancy between the Czech wording and a translation, the Czech wording shall take precedence. By making an order, the Buyer confirms that they are familiar with its wording in the Czech language and is in agreement with it.

13. CLOSING PROVISIONS

13.1. These General contractual conditions shall come into effect on 13.7. 2016.