

# Commercial Terms and Conditions of Protronix s.r.o.

## I. Opening Provisions

1. These Commercial Terms and Conditions ("CTC") govern *commercial relations* between Protronix s.r.o., registered address Pardubická 177, 537 01 Chrudim, company ID no. 259 62 264, entered in the Companies Register kept by the District Court in Hradec Králové, Section C, Insert 17734 and the customers ("Purchaser") *concluded* in accordance with the relevant provisions in Act no. 89/2012 Coll., the Czech Civil Code, as amended.

2. The CTC are known to both parties, who are obliged to comply with them, as displayed in their current wording on the website of Protronix s.r.o. ("the Vendor") at [www.protronix.cz](http://www.protronix.cz), and appended to the offer of the Vendor.

3. No account shall be taken of the commercial terms and conditions of the purchaser.

## II. Closure of the Agreement

1. A proposal for the closure of an agreement ("offer") must contain proper identification of the entity submitting the offer and it must be apparent that the entity submitting the offer intends to close an agreement with the Vendor.

2. An offer is defined as an order.

3. An order can be made in writing, by e-mail, fax, telephone or verbally. Orders made by telephone or verbally must be placed in an order form without undue delay.

4. Orders must contain the following mandatory data:

a) proper identification of the contractual parties;

b) subject of the agreement, i.e. a precise specification of goods being ordered, and especially stating quantity and order code, which is used to trace technical parameters in the relevant catalogue page;

c) date of delivery of goods ordered;

d) place of delivery of goods ordered including amount payable for transport of goods ordered;

e) price of goods ordered and means of payment;

f) date.

5. If an order is rejected, it shall be cancelled on such rejection taking effect.

6. An agreement shall be concluded:

a) on the basis of a properly closed purchase agreement;

b) through acceptance of an order received from a Purchaser. Acceptance with an amendment or deviation that does not substantially change the conditions of the offer shall be deemed acceptance of the insofar as it is not rejected without undue delay by the Purchaser.

7. In closing a purchase agreement the Vendor undertakes to convey to the Purchaser the item that is the subject of the purchase and permit them to assume ownership rights to it, and the Purchaser undertakes to accept the item and furnish payment of the purchase price.

## III. Terms of Payment and Sanctions

1. The Purchaser is obliged to furnish payment of the purchase price in by the agreed means by the due date stipulated in the purchase agreement or by the due date stated in a properly issued tax document or on receipt of the item.

2. Costs associated with the transport of goods ordered shall be paid to the agreed amount by the Purchaser.

3. In the event that the Purchaser is in default of payment of the purchase price, they shall be obliged to meet payment of the agreed default interest, which is 0.5% of the due amount per day until payment.

## IV. Transfer of Risk

1. Risk shall be transferred to the Purchaser at the moment at which they assume ownership rights to good ordered.

2. The Purchaser shall assume ownership rights to the item ordered at the moment of transfer from the Vendor. If the Vendor is to send the item in accordance with the purchase agreement, the transfer of the item to the first carrier for transport to the Purchaser, allowing the Purchaser to assert their rights against the carrier as arise from the contract of carriage. The effects of transfer of the item away shall be applied from the moment of receipt from the carrier.

## V. Defective Goods

1. The Vendor is obliged to provide goods that are without defect and with the stated properties or customary properties so that it is possible to use goods in accordance with the contract and the purpose of the contract, if it is known to the contractual parties.

2. The Purchaser is obliged to inspect the item as soon as possible following the transfer of risk in order to verify its properties and quantity. The Purchaser is obliged to claim for mechanical defects at the moment of receipt from the carrier. The Purchaser is obliged to lodge claims for other defects against the Vendor in writing as soon as such defects are found, i.e. within three working days. At the same time the Purchaser shall inform the Vendor of their chosen legal option for remedy in relation to the defect.

3. In the event of substantial breach of contract, the Purchaser shall be entitled to:

a) remedy of the defect through the delivery of new, defect-free goods or missing item(s);

b) remedy of the defect through the repair of the goods;

c) appropriate discount on the price of the goods;

d) withdrawal from the contract.

It shall not be possible to change the chosen option without the consent of the Vendor. This shall not apply if the Purchaser requests repair of a defect that proves to be irreparable.

4. In the event of insubstantial breach of contract, the Purchaser shall be entitled to remedy of the defect or an appropriate discount on the purchase price.

## VI. Quality Guarantee

1. The Vendor shall provide a warranty on the goods for a period of 6 months, and no more than 24 months, from the moment they are put into operation.

2. The warranty period shall commence from the moment of transfer of the goods to the Purchaser.

3. The Purchaser is obliged to lodge claims for other defects against the Vendor in writing as soon as such defects are found, i.e. within three working days.

4. The Vendor shall confirm to the Purchaser the moment at which a claim is lodged for the remedy of a defect, and from which a period of 30 days, and no more than 60 days in the case of complex issues, for remedy of the defect shall commence.

5. The Purchaser is obliged to utilise the subject of the agreement in a manner that is fully in accordance with the instructions of the Vendor, is obliged to respect all steps described in the instructions for use of the item and to utilise the item for the purpose for which it was intended, otherwise any claim lodged shall be invalid.

6. Costs associated with valid claims shall be met by the Vendor and costs associated with invalid claims shall be met in full by the Purchaser.

## VII. Closing Provisions

1. Any disputes that may arise from the commercial relationship shall be resolved primarily through conciliation and otherwise by the competent court according to the registered address of the Vendor.

2. Any deviating provisions in the purchase agreement shall take precedence over these commercial terms and conditions.

3. Any rights and obligations not regulated by the purchase agreement and these CTC shall be governed by the relevant statutory regulations, and chiefly by Act no. 89/2012 Coll., the Czech Civil Code, as amended.

Chrudim, 1 January 2014