

## General Terms and Conditions

NETEX, spol. s r.o.

### I. General provisions

1. These General Terms and Conditions (hereinafter "VOP") of NETEX, spol. s ro, residing at Decin - Decin VIII - Dolní Oldřichov, Na Hrázi 124/21, postal code 405 02, Czech Republic, ID: 432 26 680, registered in the Commercial Register at the Regional Court in Ústí nad Labem, Section C, Insert 1130 (hereinafter "seller ") govern in accordance with § 1751 Sec. 1 of the Act. no. 89/2012 Coll., the Civil Code (hereinafter "NOZ") mutual rights and obligations of the parties arising out of or in connection with the closing of the purchase contract between the seller and the buyer.
2. These VOP are binding for all deliveries and services. The VOP are an integral part of quotations, orders and purchase contracts and are available on the Company's website at [www.netex.cz](http://www.netex.cz).
3. Provisions derogating from the VOP can be agreed in an individual purchase contract. Divergent arrangements in the contract shall prevail over the VOP.
4. The Seller reserves the right to change or amend these VOP. This provision shall not affect the rights and obligations arising in the effective period of the previous version of VOP.
5. If individual provisions of these VOP become ineffective, this will not affect an obligation of contracts concluded under these VOP.

### II. Orders, Offers, Contracts

1. Offers are valid at the time explicitly stated in the offer.
2. Technical parameters and other information listed in the offers, sales materials, product catalogues or e-shop are for informational purposes only and are subject to changes resulting from the construction and technological development of manufactured products.
3. Based on buyer's demand the seller prepare technical and price quotation (hereinafter referred to as "draft"), which is under the provision. § 1731 NOZ et seq. proposal to conclude a purchase contract. Buyer's demand can be made by telephone, fax, electronically or in writing.
4. Buyer's demand must contain:
  - a) identification of the buyer (business name or name and surname, residence or domicile, tax ID, contact information - phone, e-mail, fax)
  - b) specification (type) and the quantity of products
  - c) delivery address and required delivery date.
5. In case the buyer's demand does not contain any of the information listed under point 4, the seller will contact the buyer in order to supplement the information necessary for making the offer.
6. The draft will contain technical specification, quantity of the goods, price quotation and expected delivery date guaranteed at any given time.

7. The moment when the buyer confirms without any reservation the draft to the Seller shall be deemed the date of conclusion of the purchase agreement. The seller confirms the contract to the buyer by email or fax.
8. The seller is not responsible for the content or substantive disagreements in the draft if he is not warned and asked for their removal by the customer in writing.
9. The goods will be manufactured and delivered in a quality corresponding to relevant production technology and technical parameters confirmed in purchase contract.
10. The Seller has the right not to process demand from the buyer, who did not properly fulfill its contractual obligations in the past.

### **III. Cancellation or modification of the contract**

1. The buyer acknowledges that the subject of the contract is a specific goods, goods normally not applicable. In the case of total or partial cancellation of the contract by the buyer, the seller is entitled to charge the buyer damages in the amount corresponding to the purchase price of the goods. The buyer agrees to pay such damages.
2. In case the buyer at his own discretion changes the subject of the order after conclusion of the contract, the seller is entitled to recover costs and other provable damages incurred with this change. The seller will determine the amount of costs and damages according to the stage of completion of goods.

### **IV. Purchase price, maturity, payment terms**

1. Price offer includes price proposal for the supply of the goods which is binding for the buyer and seller upon conclusion of purchase contract.
2. Price offer includes the purchase price without transport and packaging costs, unless otherwise specified in price offer.
3. The payment period is 17 days from issuance of the invoice, unless otherwise agreed. In case of delay with payment of the purchase price the buyer is obliged to pay interest of 0.1% per day from the due amount for each day of delay. This does not affect the seller's right to compensation for any damages resulting from the breach of contractual obligations.
4. In case the value of the goods specified in purchase contract doesn't exceed 250 CZK without VAT, the seller is entitled to charge an administrative fee in the amount of 100 CZK without VAT.
5. In case of delay with payment of the agreed advance payment, the seller is entitled to charge the rest of the purchase price and ship the ordered goods after full payment of the total purchase price.
6. Payment is considered to be made by crediting the seller's account or accepting cash.
7. Buyer is not entitled to withhold payment and to commit them to other conditions or requirements to the seller. Unilateral credit receivables without prior agreement is inadmissible.

## V. Delivery terms

1. Expected delivery date and delivery conditions are specified in the draft and confirmed by buyer and seller in purchase contract. The date of delivery shall be the date when the goods are ready for transport to the purchaser or carrier in the seller's place of business.
2. The delivery date does not include the time of transport of the goods to the buyer. The term of delivery is binding for the Seller, provided that no additional requirements to changes in production of the goods were submitted by the buyer, all financial obligations of the buyer against the seller were settled and there are no overdue liabilities on buyers side. In case of any breach of these conditions, the seller has the right to unilaterally change the originally agreed delivery date and possibly may unilaterally terminate the performance of all or part of the contract.
3. In case the seller will not be able due to objective reasons, which will not be able to influence (ie. "Force majeure") to fulfill its obligations, directly or indirectly, the seller shall immediately notify the purchaser about the situation and agree on next steps. The delivery date will be reasonably extended. Any claim for damages arising from the extension of the delivery date due to above mentioned reasons are excluded.
4. The Seller reserves the right to postpone delivery of goods if the buyer doesn't fulfill its financial obligations from previous deliveries or from other contractual relationship between seller and buyer.
5. In case the buyer provides transport himself this must be stated in the contract. Otherwise, the seller arrange transport at buyer's expense. Delivery of the goods is then effected by passing the goods to the carrier. All risks are transferred to the buyer by this moment.
6. The Buyer is obliged to check the goods upon receipt. In case of finding discrepancies immediately inform the seller and send a written notice.
7. The buyer is obliged to takeover the goods. In case the buyer unjustifiably refuses to takeover the goods or fails to provide sufficient cooperation, the seller is entitled to charge the buyer related costs.
8. The seller is entitled to send to the buyer contracted goods in agreed time, either at once or in partial deliveries.
9. The seller is obliged to pack the goods for carriage in a due manner to preserve and protect the goods.
10. The goods is specified in enclosed delivery note. The buyer is obliged to check the integrity of the packaingn and to confirm the delivery note by signature.
11. The Seller shall issue an invoice, which passes to the buyer at the time of delivery of the goods or electronically by fax or by mail.
12. In case of any incorrect information on invoice, the seller is obliged to complain in writing, specifying the discrepancy, without undue delay. If the complaint is justified, the seller should issue a new, corrected invoice.

## **VI. Complaints and warranty**

1. The buyer is obliged to inspect the packaging of the goods and the goods upon receipt.
2. In case of any claims, the buyer is obliged to complain in writing, specifying defects, without undue delay. The buyer must provide contact details, description of the defect and the requirement for a method of settling the claim.
3. On durables, when used in accordance with the purpose for which they are intended, a warranty of 6 months after conclusion of contract provided.
4. The warranty on products and components subject to normal wear and tear is not provided
5. Buyer shall provide reasonable assistance to fulfill warranty obligations of the seller. If the buyer fails with this assistance, the seller is relieved of the warranty obligations.

## **VII. Final clauses**

1. Buyer agrees that personal data are processed and stored in accordance with the Law on Personal Data Protection (Act. No. 101/2000 Coll.) in order to fulfill the contract.
2. The seller shall be liable for any damages arising from its activities to the actual amount, up to the amount of the value of undelivered or incorrectly delivered goods.
3. The buyer is not entitled, without prior consent of the seller, to handover its claim against the seller arising from the purchase contract to a third party.
4. The buyer agrees that all business correspondence can be done electronically via e-mail
5. Other rights and obligations not specified in the contract or the GTC are governed by the provisions of the Civil Code, or if necessary by other legislation.
6. These General Terms and Conditions posted on the website [www.netex.cz](http://www.netex.cz) shall enter into force on 1st April 2015.