

## General Business Conditions of SIDAT, spol. s r.o. valid from 1.1.2009

These General Business Conditions govern the relationship between SIDAT, spol. s r.o. and its customers for goods deliveries according to Law No. 513/1991 Col. (commercial code). They are an integral part of all offers and order confirmations of the SIDAT company. The rights and duties governed by these General Business Conditions are valid regardless of the way or form the contract is concluded, unless explicitly stated otherwise in such a contract. In such case the provisions as set out in such a contract take priority over these General Business Conditions. Possible Purchase Terms and Conditions of the customer are not binding for the SIDAT company, unless otherwise mentioned in the purchase contract.

For the purposes of this contract, "goods" shall be taken to mean any goods offered or delivered by SIDAT or goods for which SIDAT accepts orders.

### I. Ordering of Goods

Goods are delivered to the purchaser on the basis of a purchase contract. A purchase contract is concluded in written form, either by means of confirmation of a customer order or by means of written confirmation of an order by the customer. Written form is necessary for possible changes or amendments of any order or contract.

Offers can be accepted in writing by fax, E-Mail or post. The purchaser must indicate the following data in particular:

- Invoicing address of the purchaser inc. company ID and tax ID,
- Purchaser's address of delivery,
- Name of the employee who raised the order incl. telephone, fax and E-Mail connection,
- Order number,
- Numeric goods identification according to the price list or as the case may be the name of goods
- Required number of items or packages (some goods may contain more items in one package),
- Required date of delivery,
- Form of goods delivery (personal collection by the purchaser at the seller's premises, transport carried out by SIDAT, transport by freight forwarder.

On the basis of orders, SIDAT will issue order confirmation, where the price will be indicated. The contract is concluded if the purchaser confirms the order confirmation in writing and delivers it to SIDAT without any unnecessary delay.

### II. Terms of delivery

Goods are delivered at the following address: Jinonická 80, 158 00 Prague 5 or to the place of delivery specified in the contract (order) on the date as set out in the contract or order confirmation.

In case of personal retrieval of goods or delivery conducted by SIDAT the purchaser confirms the acceptance of goods by signature of an authorised employee (with legible name and surname and personal I.D. card number) and optionally the purchaser's stamp on the delivery note. This is to confirm that the purchaser has collected the delivery according to the product type and quantity and to certify that the goods do not bear any signs of visible defects and damage.

In case of transport conducted by freight forwarder, the purchaser confirms the goods acceptance on the carriage document. In this case, the delivery note is packed with the goods. The purchaser will confirm the delivery note in the method mentioned above, send a copy by fax or e-mail to SIDAT so that it can be delivered to SIDAT a day after the goods

were accepted by the freight forwarder at the latest. The original will be sent by post without unnecessary delay. The delivery takes effect upon the delivery of the delivery note or the above-mentioned deadline for delivery of a copy of the delivery note expiring in vain. The purchaser must claim visible defects in amount or packaging of the delivery within the limit for the delivery of a confirmed copy of the delivery note at the latest. This right is forfeit if this deadline expires in vain.

In case the purchaser is in delay with a payment of any amount vis-a-vis SIDAT for any legal reason, the time of delivery specified in the contract or order will be extended until such a liability is reimbursed. SIDAT must inform the purchaser of such a fact specifying the amount, legal reason and maturity date of the debt that has not been paid by the purchaser.

The delivery takes effect upon confirmation of the acceptance of goods.

### **III. Prices and payment terms**

The total price for goods delivered by SIDAT includes customs fees, transport costs and insurance during transport.

The payment terms are always indicated in the order confirmation or purchase contract.

In case of non-payment of the price or a part of it, the purchaser must pay a delay charge of 0,05% of the due amount for every day of delay and after 30 or more days 0,1% of the outstanding debt for every following day of delay.

### **IV. Reservation of ownership rights and transfer of risk of damage to goods**

The ownership of goods is transferred to the purchaser upon the payment of the purchase price including further costs and VAT according to the concluded contract or confirmed order. Pending the acquisition of ownership rights to the goods the purchaser is not authorised to dispose of the goods in any way, i.e. to assign the goods delivered as security, to sell the delivered goods or transfer ownership of the goods or hire them. The risk of damage to the goods is transferred to the purchaser on collection of the goods in person or delivery by SIDAT through confirmation of the delivery note and in case of transport conducted by a freight forwarder on acceptance of the goods from the freight forwarder.

### **V. Compensation for damage**

If non-fulfilment of the delivery time is caused by a force majeure (Force majeure shall be deemed to include mobilisation, war, riot, industrial action, lock-out, non-granting of an export licence in the manufacturer's country or any other unforeseeable constraints such as fires, natural disasters etc.) the delivery date must be appropriately extended by the time force majeure is in effect.

If non-fulfilment of the delivery time is caused by reasons that are under reasonable control of SIDAT, the purchaser is then entitled to demand a payment of 0.5 % up to 5% of the value of the delivered goods, the delivery of which was delayed, for every working day of delay unless these General Business Conditions state otherwise. The penalty includes and excludes any further or other claims of the purchaser for compensation, damage or compensation for loss connected with the delayed delivery.

In case any loss is incurred to the purchaser due to defective goods the contracting parties have agreed that any loss that may be incurred to the purchaser as a consequence of such defect is limited to the price of the defective product.

Other claims for compensation by the buyer than those set out in these General Business Conditions cannot be exercised.

### **VI. Guarantee and terms of claims**

The supplier shall provide a guarantee of 12 months unless stated otherwise. This period starts with the date of acceptance of the goods and is prolonged by the time of guarantee

repair of the goods. In case of replacement of claimed goods a new guarantee is granted starting with the date risk of damage to goods is transferred to the purchaser. For repairs of goods after the guarantee period expires, a guarantee of 6 months is granted.

**No guarantee is given for damage arising for the following reasons:**

- Inappropriate or unprofessional use or unauthorised modification to the goods
- Using the goods for other than usual purposes specified by the manufacturer
- Inappropriate storage,
- Inappropriate operation
- Damage to the goods caused during transport
- Unprofessional operation or mechanical damage,
- Connecting to a network not complying with respective norms,
- Damage due to static charge or natural disaster,
- Infringement of the guidelines given by the manufacturer or seller, e.g. failing to carry out regular maintenance according to the user's manual.

The place of claim fulfilment is the seller's premises at Jinonická 80, 158 00 Prague 5. Only those parties, which have concluded a purchase agreement with SIDAT are entitled to file a claim against SIDAT.

The claim is to be filed in writing with a relevant description of the defect.

In case of a defect to which the guarantee relates, the purchaser must deliver the goods to SIDAT's premises in the original manufacturer's packaging with a copy of the delivery note or invoice with necessary appurtenances and a claim in writing. Until these conditions have been fulfilled SIDAT has no duties resulting from the guarantee in connection with the claimed defects with the goods.

In case of justified claims the goods will be replaced by new ones or repaired as SIDAT deems fit.

In case of defects to which the guarantee does not relate, the purchaser must cover any and all costs incurred to SIDAT in connection with a claim filed this way.

This guarantee is granted for a set place and excludes any other guarantees, conditions or liabilities prescribed by law except for those that cannot be legally limited or excluded.

## **VII. Closing provisions**

Rights and liabilities that are not explicitly included in these General Business Conditions or individual contracts concluded on the basis of these General Business Conditions are governed by Czech laws, in particular by the Commercial Code.