

General sales conditions of SIDAT Ltd. (spol. s.r.o.),

Valid from 1.4.2022

These General Terms and Conditions govern the relationship between SIDAT, spol. s.r.o. (hereinafter referred to as SIDAT) and its customers (hereinafter referred to as the Buyer) during the delivery of goods. They are an integral part of all SIDAT offers and order confirmations. The rights and obligations regulated in these General Terms and Conditions of Sale apply regardless of the method or form of the conclusion of the contract, unless such contract expressly provides otherwise. In such a case, the provisions of the contract take precedence over these General Terms and Conditions of Sale. Any purchase or other business conditions of a third party (including the Buyer) are non-binding for the SIDAT company, unless otherwise agreed in writing.

Goods, for the purposes of this contract, means any goods that SIDAT offers, supplies or for which SIDAT accepts orders.

I. Ordering goods

The goods are delivered to the Buyer on the basis of a purchase contract (hereinafter referred to as the "Contract"). The contract is created in written form, either by confirmation of the Buyer's order, or by written confirmation of the order by the Buyer. Any changes or additions to any order or contract can only be made in writing.

Orders are accepted in writing by fax, e-mail, post or through the SIDAT online store for registered customers. The buyer shall specify the following information in the order:

- invoicing address of the Buyer, including ID number, VAT number,
- delivery address of the Buyer,
- name of the employee who issued the order, including phone, fax, and email connection,
- Order Number,
- unambiguous identification of the goods (order number, etc.)
- the required quantity of pieces or packaging (some goods have more than one piece in the packaging),
- required delivery date,
- form of delivery of goods (personal collection by the Buyer at the Seller's premises, transport by SIDAT, transport by carrier),

Based on the order, SIDAT will issue an order confirmation stating the price (hereinafter referred to as "Order Confirmation"). The contract is concluded if the Buyer confirms the Order Confirmation in writing and delivers it to SIDAT without undue delay.

II. Delivery conditions

The goods are delivered to the address Jinonická 80, 158 00 Prague 5 or to the place of delivery specified in the Contract (order), on the date specified in the Contract.

In the case of personal collection or transport carried out by the SIDAT company, the Buyer confirms the receipt of the goods with the signature of an authorized employee (with a legible indication of the first and last name and ID number) and, if necessary, with the Buyer's stamp on the delivery note. The Buyer thereby confirms acceptance of the delivery according to the assortment and quantity, and at the same time confirms that the delivered goods do not show signs of obvious defects, are delivered in the agreed quantity and packaging.

When the goods are transported by the carrier, the Buyer confirms the receipt of the goods by the carrier on the waybill. In this case, the delivery note is enclosed with the goods. The buyer confirms the delivery note in the above-mentioned manner, sends a copy by fax or email so that it is delivered to SIDAT no later than the day following receipt of the goods from the carrier. He will send the original by post without undue delay. The effects of delivery occur upon delivery of the delivery note or the futile expiration of the above-specified deadline for delivery of a copy of the delivery note. The buyer is obliged to point out obvious defects in the quantity or packaging of the delivery no later than within the deadline for sending a confirmed copy of the delivery note. If this period expires in vain, this right expires.

In the event that the Buyer is in arrears with the payment of any amount to SIDAT for any legal reason, the delivery period established by the contract or order shall be extended until such obligation is paid. SIDAT is obliged to inform the Buyer about such a fact, stating the amount, legal reason and due date of the claim that the Buyer has not paid.

The effects of delivery occur upon confirmation of receipt of the goods.

III. Prices and payment terms

The total price of the goods shown in the order confirmation includes the costs of customs, transport and insurance during transport. The payment terms are always stated in the Order Confirmation or the Purchase Agreement.

In case of delay in payment of the price or its part, the Buyer is obliged to pay interest on delay in the amount of 0.05% per day of the owed amount for each day, and in case of delay of 30 days or more, the Buyer is obliged to pay interest on delay in the amount of 0, 1% per day of the amount owed for each day of delay.

IV. Retention of title and transfer of risk of damage to goods

Ownership of the goods passes to the Buyer upon payment of the price, including other costs and VAT according to the concluded contract. Until acquiring the ownership right to the goods, the Buyer is not entitled to dispose of the goods in any way, i.e. in particular to pledge, sell or otherwise transfer ownership or rent them. The risk of damage to the goods passes to the Buyer in the case of personal collection or delivery by the SIDAT company by confirmation of the delivery note and in the case of transport of the goods by the carrier upon receipt of the goods from the carrier.

V. Damages

If non-compliance with the delivery deadline is demonstrably caused by force majeure (force majeure is considered to be e.g. mobilization, war, rebellion, strike, lockout, non-granting of an export permit in the country of the manufacturer or the occurrence of other unforeseeable obstacles such as fires, natural disasters, etc.), then the delivery period is reasonably extended by the period of force majeure.

In the event of a delay in the delivery of goods due to circumstances that are under the reasonable control of SIDAT, the Buyer has the right to pay a contractual penalty in the amount of 0.05% of the price of the late delivered goods for the entire working day of the delay, up to a maximum amount of 5% of the late price of the delivered goods, unless otherwise stipulated by these General Terms and Conditions of Sale. The contractual penalty includes and excludes any additional or other right of the Buyer to compensation, damage or compensation for loss in connection with late delivery.

In the event that damage to the Buyer occurs as a result of product defects, the participants agreed that any damage that may occur to the Buyer as a result is limited to the price of the defective product.

Claims for compensation other than those listed in these General Terms and Conditions on the part of the Buyer cannot be asserted.

VI. Protection of personal data

Our company SIDAT, spol. s.r.o. has undertaken to protect the personal data of the Buyer and proceeds in accordance with Act No. 101/2000 Coll., on the protection of personal data.

We use such security procedures to protect the Buyer's personal data from unauthorized access, use or disclosure. We will use the Buyer's personal data only to ensure and maintain contact between the Buyer and our company. SIDAT, spol. s.r.o. declares that it will not sell or in any way rent the Buyer's personal data to a third party or otherwise use it, unless it has the Buyer's consent or unless otherwise required by law.

All information on our website is available without requesting the Buyer's personal data. Visitors are only asked to enter personal data for purchases in the online store. The personal information we collect is billing information, shipping address, contact person, telephone number, email address and business transaction method.

We collect and use the Buyer's personal data only with the Buyer's knowledge and consent, for the purpose of providing services to the Buyer, which includes processing orders, entering into a contract, providing products and services, or providing information that you request or responding to any claims, complaints or questions you may have.

SIDAT, spol. s.r.o. obtains the Buyer's consent to the inclusion of the provided data in our company's database and their further processing by creating your binding order on our website. We declare that your data will only be used to satisfy you as our customer.

VII. Quality guarantee and complaint conditions

The warranty period for the delivered goods is 12 months, unless otherwise stated in the contract. This period begins on the day of receipt of the goods and is extended by the period of warranty repair of the goods. In the case of replacement of the claimed goods, the new warranty period starts from the moment of the transfer of dangerous damage to the goods to the Buyer.

A 6-month warranty is provided for repairs of goods after the warranty period has expired. The quality guarantee does not cover defects caused by:

- unprofessional or negligent handling or unauthorized interference with the goods,
- using the goods for other than the usual purposes specified by the manufacturer,
- improper storage,
- bad service,
- damage to goods during transport,
- improper installation or mechanical damage,
- connecting to a network that does not meet the relevant standards,
- damage due to an electrostatic charge or natural disaster,
- non-compliance with the instructions set by the manufacturer or SIDAT, e.g. failure to carry out regular maintenance in accordance with the user documentation.

The place of complaint is the seller's premises at Jinonická 80, 158 00 Prague 5. Only the person with whom SIDAT has concluded a purchase contract can make a complaint against SIDAT.

Complaints must be made in writing with a concise description of the defects.

If a defect covered by the warranty occurs, the Buyer is obliged to deliver the goods to the SIDAT facility, in the original packaging of the manufacturer, with a copy of the delivery note or invoice, with the necessary accessories and a written complaint. Until the fulfillment of these conditions for making a claim, SIDAT does not have obligations arising from the guarantee in connection with claimed product defects.

In case of justified complaints, the claimed goods will be exchanged for new ones or repaired at the choice of SIDAT.

In the case of claims for defects not covered by the warranty, the Buyer is obliged to pay any and all costs incurred by SIDAT in connection with such claims.

This warranty is in lieu of and excludes any other warranties, conditions or liabilities.

VIII. Final Provisions

Rights and obligations that are not expressly stated in these General Terms and Conditions of Sale or individual contracts concluded on the basis of these General Terms and Conditions of Sale are governed by Czech laws, primarily the Civil Code.