

General sales and delivery conditions of the company TRIDO, s.r.o., Na Brankách 3, 678 01 Blansko, CZ

1. Area of application

- 1.1 The general sales and delivery conditions below shall apply to business relationship between TRIDO – hereafter only referred as the supplier – and the contractual partner – hereafter only referred as the buyer – the following general sales and delivery conditions apply exclusively. These conditions shall also apply to all future orders placed by the buyer no matter if those have been namely mentioned in the particular business case.
- 1.2 Any deals and agreements especially those changing these general sales and delivery conditions shall become the part of the contract only upon the supplier's written confirmation.

2. Conclusion of contract

- 2.1 The contract will only be concluded following the supplier's written order confirmation and only in terms of the subject matter. This order confirmation alone will be decisive in regards to the extent of the supplier's delivery commitment.
- 2.2 The buyer shall sign the order confirmation and return it to the supplier immediately. Only after receipt of the signed order confirmation the term of delivery will begin.

3. Price and payment conditions

- 3.1 The prices are defined in accordance with supplier's valid price list or the valid price offer. Prices are meant as Ex Works (EXW, Incoterms 2010) Blansko and do not include value added tax in the legally valid amount, freight costs, assembly and assembly materials.
- 3.2 Prices for distributors and assembly companies are reduced for an agreed discount. A price agreed in this manner will then be considered as the contractual price.
- 3.3 All payments shall be credited to the supplier's bank account latest on the invoice due date so that supplier may access the credit.
- 3.4 Should the buyer exceed the due date, the supplier is entitled to charge a penalty 0.05% from the debt per day of delay.

4. Reservation of proprietary rights

- 4.1 The delivered goods remains property of the supplier until all claims and demands towards the buyer resulting from the business relationship have been fulfilled.

5. Delivery

- 5.1 The supplier is obligated to deliver the goods in the agreed scope and in the appropriate type of packaging. The buyer is obligated to dispose of all packaging material in accordance with the valid local regulations.
- 5.2 The delivery will be carried out from the factory – Ex Works (Incoterms 2010), unless otherwise agreed.
- 5.3 Upon the buyer's request the supplier shall deliver or organize delivery of the goods via a subcontractor company at the buyer's registered address. The transport costs are to be agreed in advance (CPT carriage paid to – Incoterms 2010). In this case the supplier carries out the loading and transporting of the goods, the unloading is made by the buyer.
- 5.4 Delivery time of the goods (calendar week) is determined in the order confirmation. The buyer shall be informed about the exact time of delivery - day - latest on Monday of the respective week of delivery.
- 5.5 Fulfillment of the delivery time assumes timely receipt of all related technical details from the buyer, clarification of necessary technical and commercial details as well as fulfillment of the particular payment conditions and also fulfilling of all payment commitments againsts the supplier.
- 5.6 The delivery time is fulfilled if the subject of delivery left supplier's factory or delivery warehouse until its expiry or if the buyer was informed about the availability of the goods for collection.
- 5.7 The delivery time is appropriately extended in case of obstacles which cannot be influenced by the supplier, especially in cases related to force majeure events. This includes operational failures, strikes, revolts or other unpredictable events – no matter if these arise by supplier or his subcontractor.

- 5.8 If the goods are ready to be delivered and the delivery / collection is delayed for reasons caused by the buyer, the risk associated with the delivery date agreed in the contract passes on buyer. After expiry of a deadline of 10 days, the buyer will be charged for storage costs in the amount of 4.00 EUR/day and a penalty in the amount of 0.05% of the invoice amount per day of delay.
- 5.9 Should the supplier cause delay of the delivery, the buyer determines an appropriate alternative delivery time. After expiry of the alternative period, the buyer is entitled to demand a penalty in the amount of 0.05% of the price of the goods for each further day of delay.
- 5.10 The buyer is obligated to accept the delivered goods personally or through an authorized person at the agreed time. In case of doubt, the driver is entitled to keep the goods. If the buyer does not accept the goods on the agreed place and at the agreed time, the supplier's factory will remain as the place of delivery. All costs related to a futile delivery are to be charged to the buyer.
- 5.11 Upon the buyer's approval the transported goods can be unloaded at the buyer's site without the presence of the buyer or his authorized representative. The supplier is then not responsible for goods delivered in that way.
- 5.12 Upon dispatch of the goods, the risk passes on the buyer (CPT carriage paid to – Incoterms 2010). The buyer shall claim the compensation for the eventual transport damage towards the carrier immediately.
- 5.13 The buyer has the right and the obligation to check the delivered goods immediately after its receipt and to note the possible damage or incompleteness of the goods in the delivery note and inform the supplier in the written form. Without an immediate check of the goods the buyer exposes himself to a risk that a later complaint may not be accepted.

6. Warranty

- 6.1 The warranty period runs for 24 months from the delivery of the goods in accordance with paragraph 5.
- 6.2 The buyer's warranty rights presume that the buyer checked and rejected the products properly in accordance with paragraph 5.12. Any damage, which could not have been discovered during the check, is to be notified in writing immediately after its discovery. Any damage, which is reported after expiry of the warranty period, may not be accepted by the supplier.
- 6.3 The warranty does not cover damages resulting from an improper manipulation and assembly, faulty initial operation as well as improper treatment, operation and maintenance. The same applies to damages resulting from an unauthorized changes of the product, external influences, natural wear and force majeure events.
- 6.4 The supplier shall according his will replace or repair the defective parts for free. The dismantling and installation costs will not be bared by the supplier. In case of complaint each party bears its costs. The replaced parts including defect description are to be sent back to the supplier upon requests. The warranty period for replacement deliveries runs for 6 months. Should the complaint turn out to be unjustified, the buyer is obliged to bear all costs related to this complaint.
- 6.5 The supplier may refuse to correct any defects, as long as the buyer does not fulfill his obligations towards him.

7. Other stipulations

- 7.1 The buyer is obligated to carry out a proper installation and servicing in order to protect the supplier's trading name.
- 7.2 The rule of law of the Czech Republic shall apply to this contract and to all other legal relations resulting from this contract.

8. Arbitration clause

- 8.1 Any dispute arising out of or in connection with this contract will be finally resolved by the arbitral tribunal of the Czech Chamber of Commerce and the Czech Agrarian Chamber in accordance with its code of procedure. The party which loses the dispute bears all costs for the arbitral procedure including costs for legal representation.