

**Bank connection:**

MONETA Money Bank, a. s.,
BIC: AGBACZPP, IBAN CZ9706000000158809870 CZK
BIC: AGBACZPP, IBAN CZ800600000000160324346 EUR

STROS – SEDLČANSKÉ STROJÍRNY, A.S.

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A company incorporated under the laws of the Czech Republic, registered in the Commercial Register kept by the City Court in Prague, under section B, sub-section No. 6610.

ČSN EN ISO 9001:2016

Terms and conditions of purchase of STROS – Sedlcanske strojirny, a. s.

1. These Terms and Conditions of Purchase will govern all relationships arising from deliveries of Goods to the Purchaser, unless otherwise specified in the Order between the Parties. These Terms and Conditions of Purchase are an inseparable part of each Order for delivery of Goods to the Purchaser that the Purchaser is a party to. An up-to-date version of the Terms and Conditions of Purchase is available at the Purchaser's website at www.stros.cz.
2. The scope of Goods deliveries is specified by the Order, which is construed as an unreserved acceptance of a purchase order or quotation, a purchase contract, or another type of contract, executed strictly in writing. Goods are to be construed as products or services, or spare parts. 'Vendor' shall also mean supplier, 'Purchaser' shall also mean customer, if the parties are so referred to in the Order, or the Order may use other designations for the parties.
3. The Order, together with these Terms and Conditions of Purchase, replaces any former written or oral agreements of any kind pertaining to deliveries of Goods that were discussed by the parties before entering into the specific Order.
4. By means of the Order, the Vendor undertakes to deliver Goods to the Purchaser and to pass title to the Goods to the Purchaser, whereas the Purchaser undertakes to pay the agreed Purchase Price to the Vendor.
5. The Purchase Price is set forth in the Order as a fixed price. Unless otherwise specified in the Order, the Purchase Price includes VAT at a statutory tax rate, as well as all costs related to the delivery of the Goods, including shipping costs to the Purchaser's place of business, packaging and shipping insurance. Unless clearly indicated in the Order alongside the Purchase Price, no additional fees, expenses or costs of any kind shall be accepted and paid by the Purchaser.
6. The Vendor is entitled to issue an invoice for the delivery of the Goods in the amount of the Purchase Price after fulfilling the delivery, which is the moment the Purchaser accepts the Goods without reservation pursuant to section 12. The invoice shall contain the requisites of a tax document and its maturity shall be 60 days.
7. The Goods must be delivered to the quantity, quality, finish and properties specified in the Order. If quality, finish or other specific qualities are not specified in the Order, the Vendor shall deliver the Goods in such quality that is fully adequate for the purpose for which the Goods are being delivered. If the purpose is not specified, the Goods shall be adequate for the purpose for which the Goods are normally used. Also, the Goods shall conform to all technical requirements and technical and safety standards applicable to the given type of Goods.
8. The Goods shall not be vitiated by any legal defects. The place of fulfillment is the Purchaser's place of business, unless otherwise specified in the Order.
9. The delivery of the Goods shall include all documents necessary for the acceptance, manipulation, customs clearance and usage of the Goods, as well as documents required by legal regulations, codes or technical standards. In particular, this includes the delivery note (packing list), certificate of origin, certificate for dual-use items (Council Regulation (EC) No. 428/2009 of 5 May 2009, Act No. 594/2004 Coll.), documents detailing the technical conditions of installation, operation and maintenance of the Goods, declaration of conformity, test certificates, material safety data sheets, quality certificates or instructions for use containing, among others, cautions and warnings in case the Goods require special manipulation, installation, maintenance etc. All documents supplied by the Vendor shall be originals, in writing in the Czech language, legible and, at the Purchaser's request, submitted also electronically.
10. The Goods delivery date shall be set forth in the Order. Unless otherwise agreed, the Vendor shall deliver the Goods on a work day and during the Purchaser's normal business hours, i.e. between 6:00 am and 14:00 am. The Vendor shall notify the Purchaser of the delivery of the Goods in writing at least three work days ahead.
11. Prior to shipping the Goods to the Purchaser, the Vendor shall duly inspect the Goods to establish whether the conditions of the Order and these Terms and Conditions of Purchase are fulfilled. These inspections shall be performed in accordance with the Vendor's quality system and in compliance with applicable legal regulations and technical standards.
12. No later than within 7 days of the delivery of the Goods, the Purchaser will, at their own discretion, perform an input inspection of the Goods in order to establish whether the delivery meets the Order and these Terms and Conditions of Purchase, and will issue a written inspection record. Should the Goods not meet the agreed conditions, the Purchaser is entitled to return the Goods to the Vendor together with the input inspection record, at the Vendor's expense. The return of the Goods makes its acceptance ineffective. Should the Vendor fail to replace the returned Goods without unnecessary delay, the Purchaser is entitled to withdraw from the Order. If the Purchaser does not

send an input inspection record within seven work days of the Goods' delivery, the Goods are deemed accepted when this period has elapsed. Title to the Goods passes to the Purchaser as soon as they are effectively accepted by the Purchaser.

13. The Goods are deemed flawed if not delivered to the quantity, quality and finish specified in the Order or these Terms and Conditions of Purchase. The Vendor is responsible for all defects that may occur in the Goods within the warranty period, which starts when the Goods are accepted by the Purchaser and finishes after 24 months from the effective delivery of the Goods. The warranty period is suspended for as long as the Purchaser is prevented from using the Goods for defects that are the responsibility of the Vendor.
14. If the delivered Goods are found to be defective, the Purchaser is entitled to file a warranty claim. If defects occur, the Purchaser may choose to:
 - a) require rectification of the defect by providing a new delivery in the extent of the defective delivery,
 - b) require rectification of the defect by a delivery of missing Goods,
 - c) require an adequate discount from the Purchase Price,
 - d) require rectification of the defect by repair,
 - e) withdraw from this agreement, if the defects are of such nature that renders the fulfillment of this agreement completely unusable.
15. A notification of defects (warranty claim) must be delivered to the Vendor in writing and without unnecessary delay, i.e. within 10 days of their discovery. The notification of defects must describe the defect and must contain the Purchaser's chosen manner of rectification per section 14 of these Terms and Conditions of Purchase.
16. Unless otherwise specified in the Order or the Purchaser's warranty claim, the Vendor shall rectify the defects in the manner chosen by the Purchaser:
 - (I) within forty-eight (48) hours of the warranty claim if the defects prevent the Goods from being used in a safe and reliable manner; and
 - (II) within seven (7) calendar days in all other defects.
17. If the Vendor defaults on rectifying defects in the Goods, or within this period informs the Purchaser that they would not be rectified, or if it becomes apparent that the Vendor will not be able to rectify the defects within the required period, the Purchaser is entitled to: I. withdraw from the Order; or II. require an adequate discount from the Purchase Price; or III. at the Vendor's expense, repair or have a third party repair the defective Goods or procure a replacement delivery. The Vendor undertakes to cover these expenses to the Purchaser in full. This does not release the Vendor from their responsibility for damage caused by the defective Goods.
18. If the Vendor's delivery becomes part of the Purchaser's delivery, and if a Purchaser's customer files a warranty claim consisting in the Vendor's defective delivery, the Purchaser is entitled to rectify or have a third party rectify the defect, and the Vendor shall pay to the Purchaser the expenses incurred therein within 30 days of receiving the bill. This does not release the Vendor from other legal demands of the Purchaser. Warranty of quality is thereby not affected.
19. Should the Vendor default to deliver the Goods without flaw and in a timely manner, the Purchaser shall be entitled to a contractual penalty of 0.5 % from the Purchase Price for every day of delay. Should the Vendor default to rectify a defect, the Purchaser shall be entitled to a contractual penalty of 0.5 % from the Purchase Price for each day that the default continues.
20. The Vendor is responsible for all damage caused to the Purchaser that results from the Vendor's breach of the obligations arising from the Order. Paying a contractual penalty does not affect the Purchaser's demand for a full compensation of damage resulting from a breach of the pertinent obligation.
21. The Vendor understands and agrees that any damages relating to the Vendor's default on delivering the Goods per the Order also include all expenses and damages that the Purchaser is obliged to pay in connection with the Vendor's delivery, if such a default on the Vendor's part makes it impossible for the Purchaser to make delivery, which the Vendor's delivery is part of, to the Purchaser's customers in an orderly and timely manner.
22. All technical and other documentation that the Purchaser provides to the Vendor in relation to the delivery of the Goods remains exclusive property of the Purchaser. The Vendor is not entitled to publish the documentation or make it available to any third party, or use it in favor of any third party, without a prior written consent of the Purchaser. The Vendor is only entitled use this documentation in such ways that are directly related to the performance of the Order.
23. The Purchaser is entitled to withdraw from the Order under the following conditions: I. if the Vendor defaults on the delivery of the Goods more than 15 days, or II. the Vendor breaches their contractual obligation in another substantial manner, or III. the Vendor breaches their contractual obligation in an unsubstantial manner, and fails to fulfill this obligation in an additional, adequate deadline provided by the Purchaser, or IV. the Vendor goes into liquidation, or is subject to distraint, or V. the Vendor is declared insolvent.
24. Legal relationships between the Parties that are not specified by the Order, addendums thereto or the Terms and Conditions of Purchase, shall be governed by Czech law, especially the Civil Code.
25. The Parties hereto undertake to make all possible effort to resolve any disputes that might arise from this Agreement in an amicable manner. If a dispute is not resolved amicably, either Party may file a lawsuit with a general court having territorial jurisdiction over the place of residence of the Purchaser. This change in territorial jurisdiction is agreed on between the Parties pursuant to §89a of Act No. 99/1963 Coll., Civil Code, as amended.
26. These Terms and Conditions of Purchase come into effect on February 24, 2020.