

**Bank connection:**

MONETA Money Bank, a. s.,  
BIC: AGBACZPP, IBAN CZ970600000158809870  
CZK  
BIC: AGBACZPP, IBAN  
CZ800600000000160324346 EUR

*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****STROS – SEDLČANSKÉ STROJÍRNY, A.S.**

Strojírenská 791 / 264 01 Sedlčany / Czech Republic

IČO: 26183595 / DIČ: CZ26183595

tel.: +420 318 842 111 / fax: +420 318 821 230

e-mail: info@stros.cz / www.stros.cz

## Business conditions

The scope of Goods deliveries is stipulated in the Contract, which shall be understood an unreserved acceptance of the offer, a purchase contract, any other type of an agreement – a Contract. The Goods shall be understood Products or Services, spare parts. The Supplier shall also be the seller, the Customer shall also be the purchaser, if designated as such in the Contract, or any other designation of the contracting parties used in the contract.

### Article 1 - Invoicing and Payment of the Price for the Goods

- 1) The Purchaser is obliged to pay to the Seller the purchase price for the delivered Goods in the stipulated amount. The supporting document for payment of the price (advance payment) shall be an invoice. The right to invoice shall arise according to the conditions of the contract. Due date of payment shall be the date of the arrival of the amount into the Seller's account. Any advance payments provided will be settled in the final invoice.
- 2) Unless otherwise stipulated, all payments shall be made by the Purchaser by a cashless transaction, by a payment order to the Seller's account; the invoice number shall be used as the variable symbol. All payments made by the Customer must be made exclusively to the Seller's bank account specified in the invoice in accordance with the Contract. Any change in the bank account must be notified by the Seller to the Customer in writing by a registered letter sent to the Customer's address specified in the Contract and it must be verified by telephone.
- 3) Should the Price not be paid within its maturity, the Seller shall have the right to prolong the agreed upon delivery period. In case of a default in payment, the Purchaser will pay to the Seller a contractual penalty in the amount of 0.4 % a day from the owed amount of money, the Seller is also entitled in this case to withdraw from the contract. Hitherto undue claims of the Seller (especially instalments) shall become immediately due in case of default of the Purchaser of any of his payments by more than 15 days. Paying the contractual penalty shall not affect a claim of the Seller to compensation for direct or indirect damage.
- 4) All documents which relate to the contract must be delivered to the other party either personally, or through a postal licence holder to the address given in the contract.
- 5) Should the efforts for delivery of any document to the Purchaser's address provided in the Contract be unsuccessful, or should the receipt thereof be refused, the document shall be deemed delivered by expiry of the 3rd day of the document deposit at the Post.
- 6) The Purchaser is not entitled to retain the Price of delivery of the Goods or work, and/or a part thereof. The Purchaser is not entitled to unilaterally set-off his claim towards the Seller against the claim of the Seller on grounds of payment of the price of delivery of goods.
- 7) The Seller has the right to reject an offer or to suspend the Goods or work deliveries with respect to the Purchaser, should the Purchaser be in default of payment of their pecuniary obligations towards the Seller.
- 8) Unless otherwise agreed upon, the Prices provided in the Seller's price list, offer or Contract are prices without VAT and free of any transportation, packaging, Goods insurance costs and in case of deliveries outside the territory of the Czech Republic also free of any costs associated with Goods export, i.e. taxes, custom fees, charges and any other expenses collected outside the Czech Republic.

### Art. 2 - Place and Manner of Performance, Delivery Conditions

- 1) Fulfilment of the Seller's obligation to deliver the Goods shall be understood performance of his delivery to the Purchaser within the agreed delivery period and to the place of performance. If other place of performance is not stipulated in the Contract, it shall be deemed that the Seller fulfilled their obligation to deliver the Goods by enabling the Purchaser to handle the Goods in the place of the Seller's registered office. If the Purchaser is in delay with the takeover of goods, the Seller is

Revision 6/2022-03-15



entitled to store goods at the expense of the Purchaser. The Seller will notify the Purchaser of such a fact without undue delay and will inform them of the storage costs. The Seller is entitled to withhold goods until the Purchaser has paid the storage costs incurred.

- 2) If it is stipulated in the Contract that the Goods shall be delivered to the Purchaser at a certain place, the Seller shall fulfil its obligation to deliver the Goods by handing over of the Goods to the first carrier for transport to the Purchaser. The Purchaser undertakes to pay to the Seller, or a designated carrier, for the transport according to the contractual price for the transport. If not agreed upon otherwise, the price of the Goods transport has not been included in the Purchase Price.
- 3) The Goods (products) shall be delivered free loaded or in transportation packaging. A delivery note shall be part of the Goods delivery.
- 4) The Seller is not in delay as a result of inevitable events, Force Majeure, actions of the authorities, transport and customs delays, strikes, lock-outs, natural disasters. Force Majeure events include but are not limited to strikes, epidemic, fires, floods, tidal waves, civil disorder, mobilization, war, rebellion, requisition, embargo, foreign currency transfer prohibition, enforced regulation of electricity supply, terrorist attack etc. If effects of Force Majeure last more than 3 months, any of the parties is entitled to withdraw from the contract.
- 5) The Seller shall not be in delay with the Goods delivery, should the reason for delay be the Purchaser's failure to provide assistance or any other cooperation.
- 6) The title to the Goods shall transfer to the Purchaser on the day the price has been paid in full. The risk of damage to the Goods passes to the Purchaser on the day the fulfilment of the Seller's obligation to deliver the Goods to the Purchaser has become effective.
- 7) The total amount of damages that could be incurred in connection with the performance of the contract as foreseeable damage and which may be claimed by the contracting shall not exceed an amount equal to 30% of the contract price of the goods.
- 8) The buyer is aware that the supply of goods may be subject to restrictions set by international agreements, Czech legislation or foreign restrictions, including European Union export control legislation, and that the goods may not be sold, rented or otherwise used without an export or re-export permit issued by the competent authorities. The buyer undertakes to comply with these provisions and regulations. The Buyer is aware that these provisions and regulations may change and will apply to contracts as amended at that time.

### **Art. 3 – Rights from the Liability for Defects, Warranties**

- 1) The Seller is obliged to deliver the Goods in the quantity, quality and within the periods confirmed by the Seller. Should the contractual obligations be fulfilled by the Purchaser, the Seller provides warranty for the Goods, for its common use for the intended purposes, in the period stipulated in the Contract, and if not provided in the Contract, then in the period per the STROS-Sedlčanské strojírny a.s. Claim Procedure. The warranty period runs from the date of delivery of the Goods. The wording of the Business Conditions prevails over the wording of the Claim Procedure.
- 2) If any defects are discovered in the delivered Goods, the Purchaser has the right to claim the defects. The Seller shall not be liable for defects originated namely as a result of transport of the Goods by the Purchaser, defects caused by unprofessional installation and/or as a consequence thereof, and if the assembly, repairs and changes to the Goods have been performed by the Purchaser or any third person or caused by other activities of the Purchaser or any third person. The Claim Procedure Revision 5/2021-11-22, available on the Seller's website at [www.stros.cz](http://www.stros.cz), provides the details of the claim process.
- 3) Any claim can be recognized only if it is submitted in writing and on the prescribed form within 5 days of the defect discovery. The defect claim must, besides other things, contain: the contract number, lifting equipment serial number, providing that it is a piece of lifting equipment that is being claimed, defect description or a detailed specification of how the defect is manifested, photographic documentation. Based on its nature, the defect can be removed either by replacement or repair of the defective part of the Goods subject to the claim, or by providing a discount, if the defect does not prevent the goods from being used. The manner of the rectification of the defect is the choice of the Seller. Only the Purchaser is entitled to exercise rights arising from defects.
- 4) In case of lifting equipment (personnel-and-material, material hoists and permanently installed elevators, suspended platforms, work platforms) the claim can be accepted only if the Purchaser has personnel (operators and service staff, installers, technician-inspectors) trained in the Seller's manufacturing plant prior to the lifting equipment shipment, and holding a certificate of having been trained by the manufacturer. The personnel shall be trained by the Seller (manufacturer) in installation, dismantling and routine maintenance of the equipment. The training may be carried out either in the manufacturing plant of the Seller, or at the place of installation of the lifting equipment. A record in the operational documentation of the relevant lifting equipment must be made of the training. The Purchaser shall make it possible for the

Revision 6/2022-03-15



lifting equipment to be inspected twice a year for its technical condition as well as performance of routine maintenance per the operating documentation, which includes an operation and maintenance manual. A record in the operating documentation (logbook) of the relevant lifting equipment will be made of the carried out inspection. The lifting equipment user (Purchaser) is obliged to appoint a person responsible for its operation and service. In the operating documentation, the responsible person must keep chronological records of all information related the operation, defects, repairs and service of the lifting equipment as stipulated in the operation and service manual, as well as other important information related to its operation. A correct function of goods may only be guaranteed if the rules of maintenance and the conditions of use thereof according to the manual are observed.

#### **Art. 4- Other Provisions**

- 1) Legal relationships of the Contractual Parties not expressly settled by the Contract, its attachments and the Business Conditions shall be governed by the legal regulations of the Czech Republic.
- 2) The contracting parties expressly confirm and agree that the court with locally competent jurisdiction for both the Parties shall be the court designated according to the place of residence of the Seller.
- 3) Should any provision of the Contract differ from, or be in a conflict with, the wording of the Business Conditions, such a provision shall prevail over the wording of the Business Conditions.
- 4) If the parties refer in both the offer and the acceptance of offer to business conditions that are contradictory, the contract is nevertheless concluded with the content determined to the extent that the business conditions are not in conflict; this is true even if the if the terms and conditions of either Party exclude it.

#### **Art. 5 – Purchase Order for the Goods Cancellation (Job Cancellation)**

- 1) In the event of a purchase order for the Goods cancellation (job cancellation) from other reasons than on the Seller's part, the Seller shall be entitled to a lump-sum compensation of the costs and profits in the amount determined as follows:
  - 20% of the contract price in the event of the job cancellation after the completion of construction and design work on the job,
  - 70% of the contract price in the event of the job cancellation after placing the order into production at least 30 days before the agreed time of the purchase order performance,
  - 100% of the contract price in the event of the job cancellation in the period shorter than 30 days before the agreed upon time of the purchase order performance.
- 2) The job cancellation shall be effective upon payment of the lump-sum compensation of costs and profits by the Buyer to the Seller's account in the amount specified in paragraph 1 hereof, whereat until then, the work on the purchase order shall continue.

#### **Art. 6 – Special Provisions**

- 1) Length of the limitation period is set at four years for monetary obligations.
- 2) Written form is also preserved in a legal act performed by electronic or any other technical means enabling the capturing of the content thereof and designation of an acting person. It is assumed that records of data about legal acts in the electronic system are reliable if they are made systematically and chronologically and are protected against changes. Agreement on the entire content of the contract is required without any reservations in writing.
- 3) The Seller is not liable for damage incurred as a result of factually incorrect or otherwise erroneous specification which he received from the Purchaser.
- 4) Accompanying technical documentation - if delivered along with the goods by the Seller - is intellectual property of the Seller and is subject to protection per the Industrial or any other Intellectual Property Law. This documentation may be used only in connection with the purpose of the use of the goods; the Purchaser may not use it in any other way, or make it available to third persons without a prior consent of the Seller. The manufacturer uses the STROS® trademark, which is a registered trademark, for their products and services.

The contracting parties declare that they acquainted themselves in detail with the entire content of the business conditions.
- 5) These conditions are made publicly available at [www.stros.cz](http://www.stros.cz).