



Terms and Conditions - purchase

General commercial conditions Apator Metra s.r.o.

(version 1/2014)

1. INTRODUCTORY PROVISIONS

- 1.1. These Term and Conditions (further „T&C“) set out the conditions governing the purchase of Goods in company Apator Metra s.r.o., with its seat in Šumperk, 78764, IČ 26834073, registered in business register run by County Court in Ostrava, section C, insertion 40113.
- 1.2. Provisions different from T&C can be set out in purchase contract, or in frame contract (when applicable). The provisions of contracts take priority over the provisions of these T&C.
- 1.3. Goods in these T&C mean things or their parts, which are subject of purchase contract. By signing of the purchase contract, the Seller undertakes to supply the goods and transfer the ownership to the Buyer. The Buyer undertakes to pay to the Seller the purchase price.
- 1.4. Material breach of Seller’s responsibilities. Material breach of responsibilities according to purchase contract or these T&C means especially the failure of the Seller to deliver the Goods in time and in right conditions, and breach of the obligations arising from liability for defects of the Goods.
- 1.5. Any and all contractual penalties according to these T&C are payable within 30 calendar days from the date of delivery of the contractual penalty notice. Besides the right for the contractual penalty, the Buyer has also the right for compensation of damages. Both of these rights (contractual penalties and compensation of damages) can be claimed independently.

2. ENTERING INTO CONTRACT

- 2.1. A written Order issued by the Buyer and delivered to the Seller serves as a purchase contract proposal. Confirmation of the Order by the Seller is understood as entering into the contract. The Seller is obliged to deliver the Order Confirmation to the Buyer within 2 business days from the date of reception of the written order, otherwise. Order confirmation must be in written form on a form named: “Confirmation of order”, which is a part of every order send by the Buyer. Until delivering of the “Confirmation of order” to the Buyer, the order can be cancelled in writing by the Buyer.
- 2.2. If the Seller does not confirm the Order and directly send the ordered Goods, and the Buyer accepts them, then the purchase contract come into force at the moment of acceptance of the Goods by the Buyer.
- 2.3. The requirement for written form is filled when sent by licensed post or delivery service, fax or email, or when delivered in person.

3. PRICE AND PAYMENT CONDITIONS

- 3.1. The Buyer is obliged to pay the purchase price as stated in the order. Purchase price includes the price included in purchase contract. Purchase price also includes any and all costs connected with the Goods, including wrapping, transport and insurance of the Goods.



- 3.2. Invoice must include all information required for tax and account documents, in particular the number of order, name and specification of the Goods, serial number of the Goods, quantity of the Goods, price for one unit (e.g. piece) of the Goods, the amount of discount for which the Buyer has the right, and the final price (when applicable).
- 3.3. The due date of the purchase price is set out in the order. In case when the due date for the purchase price is not stated in the order, the Buyer is obliged to pay the purchase price within 45 days from the date of delivery of proper invoice. The date of payment is the date when the purchase price is taken by the bank from the Buyer's account.
- 3.4. When the Buyer is in delay with paying of the purchase price, the Seller is entitled to claim from the Buyer a contractual penalty in the amount of 0,05% from the delayed price for each day of delay. This does not affect the right of the Seller to claim also the legitimate late payment interest.

4. DELIVERY OF GOODS

- 4.1. Place of delivery of the goods. Unless the purchase contract states otherwise, the Seller is obliged to deliver the goods on his own cost and risk to the Buyer's production facilities.
- 4.2. If the place of delivery is the Buyer's production facilities address, the Seller is obliged to deliver the Goods in usual working hours of the Buyer, that is from 6:00 am to 2:30 pm (unless the Buyer states otherwise). Acceptance of the Goods after 2:30 pm is possible only after previous agreement with the Buyer.
- 4.3. Delivery terms: DAP INCOTERMS 2010.
- 4.4. When the Seller fails to deliver the Goods in time and proper state to the Buyer, the Buyer is entitled to claim from the Seller a contractual penalty in the amount 0,1% from the purchase price of the Goods with delivery of which is the Seller in delay, for each day of delay.

5. QUALITY AND PERFORMANCE, DOCUMENTS RELATING TO THE GOODS

- 5.1. The Goods must comply with technical requirements and technical standards applicable for the given sort of Goods, with consideration of final product of Goods. Goods must be new, unused, undamaged and made of good quality materials. When the Goods are supplied on the basis of proposals or drawings, it must be in full compliance with these documents. The Goods must not have any factual or legal defects.
- 5.2. The Seller is obliged to supply to the Buyer with the Goods the delivery note with the number of order and the ordered items according to the Buyer's numbering, as stated in the order. Furthermore, the Seller is obliged to supply the documents stated in the purchase contract. Documents must be readable, clearly arranged and without mistakes.

6. LIABILITY, WARRANTY

- 6.1. The Seller provides to the Buyer a warranty for the supplied Goods. The Seller undertakes that the supplied goods will for the warranty period fitting for use as specified in the contract, otherwise for the usual use, and that the Goods will maintain the properties as specified in the purchase contract.
- 6.2. The length of the warranty shall be stated in the purchase contract. If the length of warranty is not clearly stated in the purchase contract, then the length of the warranty period will be 36 months from the date of proper delivery of the Goods. The Buyer is entitled to make warranty claim at any time during the warranty period, regardless the actual moment of detecting the defect. The warranty period is extended by the time during which the Buyer could not use the



Goods due its defects, for which the Seller has the responsibility.

- 6.3. If the Buyer finds any defects of the Goods, then the Buyer shall record a protocol which shall contain the information about the delivery of the Goods, date of detecting of the defect, and the Buyers description of the defect. The Buyer shall deliver this protocol to the Seller.
- 6.4. In case the Goods are not in compliance with the purchase contract, the Seller is obliged to make remedy to bring the Goods into compliance with the purchase contract (immediately and on the Sellers cost). Depending on the requirement of the Buyer, the remedy can be made by either exchange or by repair, or when none of the previous means is possible, the Buyer may claim an appropriate discount from the price of the Goods or withdraw from the contract.
- 6.5. The Buyer is not obliged to pay the purchase price until all defects on the Goods are removed.
- 6.6. The Buyer can withdraw from the purchase contract in accordance with laws of the Czech Republic.

7. FURTHER RIGHTS AND OBLIGATIONS OF THE CONTRACT PARTIES

- 7.1. The ownership rights to the Goods are transferred to the Buyer at the moment of a proper acceptance of the Goods.
- 7.2. Any and all technical documentation, which shall be supplied by the Seller in connection with the Goods or in connection with fulfillment of the purchase contract, shall remain in the ownership of the Buyer. The Seller is not entitled to disclose or provide the technical and other documentation in the sense of this provision of these T&C to any third party. The Seller is only entitled to use this documentation in connection with Goods and fulfillment of the purchase contract.
- 7.3. In case of breach of the Seller regarding the technical and other documentation as stated in 7.2 of these T&C, the Buyer has right to claim a contractual penalty in the amount of 50.000 CZK for each occasion of such breach.
- 7.4. All information provided by the Buyer to the Seller is considered as confidential and are subject of trade secret. Therefore, the Seller undertakes not to disclose to third party the content of any contract between the Buyer and Seller. In case of breach of this provision of these T&C, the Seller is obliged to pay to the Buyer a contractual penalty in the amount of 50.000 CZK for each occasion of such breach.
- 7.5. The Seller is liable for any damages towards the Buyer, the customers of the Buyer or other Parties in connection of breach of the Sellers obligation arising from purchase contract.
- 7.6. In case of force majeure, the times for fulfillment of obligations of both Parties under the purchase contract, will be extended with a period equal to the period of force majeure duration.

8. FINAL PROVISIONS

- 8.1. All rights and obligations and obligation of the contractual parties, including the purchase contract and its duration, is governed by laws of Czech Republic. When the purchase contract includes a reference to INCOTERMS, the relevant provision of INCOTERMS will be considered as the part of purchase contract.
- 8.2. If any of the provisions of these T&C is or become invalid or inapplicable, such provision will be replaced with new provision meaning of which will be as close as possible to the original provision. Invalidity or inapplicability of one provision does not affect the application of the rest of provisions. All changes or additions must be made in written form.