

# Terms and Conditions of Sale of ATONA s.r.o.

## I. GENERAL PROVISIONS

These Terms and Conditions of Sale (hereinafter referred to as „Terms and Conditions“) apply to all deliveries of work and goods (articles) ATONA s.r.o., RN 262 26 413, registered office in Blansko, Poříčí 44, no. 2428, postcode 678 01, Section C, Insert 38346, supplies third parties with, whether it be a Purchase contract or Contract for work within the meaning of the relevant provisions of the Civil Code, as amended. The terms used herein have the following meanings:

**Seller** – the contracting party which is obliged to deliver goods (articles) to the other party and allow it to come into possession of these, or the contracting party which is contracted to carry out work for the other party at their own expense and risk within the meaning of the relevant provisions of the Civil Code.

**Buyer** – the contracting party which is obliged to accept delivery of the goods (articles) or work from the Seller and pay the agreed price.

## II. CONCLUSION OF THE CONTRACT

2.1. Any Contract between the Seller and Buyer must be concluded in writing and may be concluded on an order from the Buyer accepted by the Seller, in the manner described herein. The order may be passed to the Seller in writing, sent by recorded delivery, fax or email and is binding if accepted by the Seller.

2.2. The order – draft contract must contain at least the following information:

- identification details of the Seller and Buyer,
- specification of the goods or work, name and kind of goods and work,
- quantity of goods or work,
- contractual price,
- signature of the person authorized to act for the Seller.

2.3. The Contract shall come into force upon an agreement on its entire contents the moment the Buyer receives a written acceptance of the order from the Seller. The Seller shall notify the Buyer in writing whether they accept the order or not within 15 working days from receipt of the order. The acceptance of the order may be communicated either in writing in person, sent by recorded delivery, fax or email. If the Seller does not acknowledge the order within 15 working days from receipt, the Buyer is no longer bound by the order.

- 2.4. The acceptance of an order must contain at least the following information:
- identification details of the Seller and Buyer,
  - specification of the goods or work, name and kind of goods and work,
  - quantity of goods or work,
  - contractual price,
  - signature of the person authorized to act for the Seller.
- 2.5. Any concluded contract may be changed in writing only, in the same manner as specified for placing and accepting an order herein.

### III. DELIVERY

- 3.1. The Seller is obliged to deliver the goods or work in accordance with the Contract. Unless expressly agreed otherwise in the Contract, the Seller is obliged to deliver the goods/work in customary quality. The Seller must deliver all documents associated with the goods or work with the delivery.
- 3.2. If the Contract between the Seller and Buyer stipulates an advance payment or payment of the entire price agreed in advance, the Seller is not obliged to deliver the goods/work if the Buyer is in arrears with their advance payment or payment of the agreed price and the delivery of goods/work shall automatically be postponed by the period of delay in the Buyer's advance payment or agreed price. Should the Buyer be in arrears with their advance payment or agreed price for more than 5 working days, the Seller is entitled to withdraw from the Contract.
- 3.3. The Seller will not be deemed in default in meeting their obligations under the Contract provided the fulfillment of these obligations lies in circumstances arising independently of the Seller's will, which the Seller could not control (e.g. electricity failure, strikes, war, natural disasters, riots, late deliveries from the Seller's contractors/subcontractors etc.). In cases as specified in the previous sentence, the Seller shall not be liable for any damage resulting from a breach of contractual obligations.
- 3.4. If the Seller foresees any difficulty manufacturing or supplying any material or there is a risk of uncontrollable circumstances potentially preventing the Seller from effecting the delivery on time, in appropriate quality and quantity, the Seller is obliged to notify the Buyer immediately.

- 3.5. Unless expressly agreed otherwise in the Contract, the Seller is obliged to deliver the goods or work within the deadline indicated on the order confirmation. Unless expressly agreed otherwise in the Contract, the place of performance is the Seller's address Blansko, Poříčí 44, no. 2428. Transportation to the place of performance shall be arranged by the Buyer at their own expense.

#### IV.

#### ARRANGEMENTS OF PRICE, TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

- 4.1. The price agreed for the delivery is payable after completion of the delivery in question, on the basis of an invoice issued by the Seller, indicating a due period starting from the date of issuance. In case the Buyer is in arrears with their payment of the agreed price, a contractual penalty of 0.1 % of the outstanding amount for each day of delay is hereby agreed. This contractual penalty shall be paid by the Buyer to the Seller. This contractual penalty shall not affect the Seller's right to compensation, in its full extent.
- 4.2. Proprietary rights to the goods or work pass to the Buyer the moment the Buyer pays the full amount of the contractual price for the goods/work/services. Risk of damage related to the goods or work passes from the Seller to the Buyer the moment the Buyer takes delivery of the goods or work, or the moment the goods/work is ready to be delivered by the Seller and the Buyer breaches their obligation by refusing to accept the goods/work.

#### V.

#### LIABILITY FOR DEFECTS

- 5.1. The Seller is responsible to the Buyer for the goods/work/services having no defects at the time of delivery and being fit for the usual purpose of use, unless the purpose is expressly specified in the Contract. The Seller provides a warranty provided it is agreed so between the Seller and Buyer in the Contract. If a warranty has been provided, the Seller is not liable for any damage incurred during the warranty period resulting from improper use of the goods/work, contrary to the instructions for use/maintenance, for defects caused by improper handling and intervention and defects caused by mechanical damage.
- 5.2. Should the delivery be defective, the Buyer is entitled to claim the defects according to applicable legislation.
- 5.3. The Buyer shall inspect the goods/work without undue delay after taking delivery of the goods/work and make sure of their properties and quantity.

- 5.4. Claims for defects detectable during the inspection of the goods/work shall be set up by the Buyer within 15 working days from receipt of the goods/work. Futile expiration of this period shall render the claims for defects detectable during an inspection void.

## **VI. COOPERATION**

The Buyer is obliged and undertakes to cooperate with the Seller in every aspect necessary to fulfill the Seller's obligation to deliver the goods/work. The delivery date of goods/work/services shall be postponed by the Buyer's period of delay in providing the cooperation required.

## **VII. OTHER PROVISIONS**

- 7.1. The buyer is obliged and undertakes to maintain confidentiality of any facts learnt under the Contract with the Seller and which are to remain confidential and not to use these to their or any other party's advantage. In case of any breach of any obligations under the previous sentence, the Buyer is liable for any damage incurred and undertakes to reimburse the Seller for it.
- 7.2. The Seller declares that they assume responsibility for the risk of change in circumstances within the meaning of the provision § 1765 paragraph 2 of the Civil Code.

## **VIII. FINAL PROVISIONS**

- 8.1. In case of divergence between the Terms and Conditions and the Contract, the diverging arrangements of the parties specified in the Contract shall prevail.
- 8.2. In case of legal dispute between the Seller and the Buyer, the Czech court the jurisdiction of which the Buyer's place of business falls within shall be the competent authority.
- 8.3. All deeds and documents sent by one party to the other shall be deemed delivered the moment the consignment, should it be rejected by the addressee, is received by the addressee's post office.
- 8.4. The legal relation between the Seller and Buyer established by means of any contract under these Terms and Conditions shall be governed by Czech law, particularly the provisions of the Civil Code or other legislation if appropriate.