

## GENERAL BUSINESS TERMS AND CONDITIONS 01/2020

### GENERAL PROVISIONS

These General Business Terms and Conditions apply to relations based on obligations arising from deliveries of the products of Dormer Pramet s.r.o., Uničovská 2, Šumperk, ID No.: 25782983, entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Entry No. 21406, hereinafter referred to as „Seller“. These General Business Terms and Conditions may be amended only in writing. The rights and obligations between the Parties are governed by the business terms and conditions effective on the date of the offer to enter into a purchase contract (purchase order, offer). The business terms and conditions are available on the Seller's website and are to be read by each Buyer thereon.

Any provisions of the purchase contract deviating herefrom prevail over these General Business Terms and Conditions. These General Business Terms and Conditions prevail over any business terms and conditions of the Buyer or any third party even if specifically referred to by the Buyer in any contract documentation of the Buyer or otherwise during the purchase contract negotiations. If any provision of these General Business Terms and Conditions becomes or proves to be invalid, unlawful or unenforceable, the validity and enforceability of the remaining provisions hereof remains unaffected.

### PURCHASE ORDER - ACCEPTANCE

#### Purchase Order

A purchase contract is made upon a Buyer's purchase order delivered to Seller in writing, by fax or e-mail. Any purchase order must specify, at least, the type and quantity of the products (according to a catalogue) and the place of delivery.

After the purchase order is delivered, Seller will inform the Buyer of whether the products are available in the required quantity and time or of the date when the products can be delivered.

#### Purchase Order Acceptance

The acceptance of the purchase order will be confirmed by Seller in writing by delivering a purchase order confirmation, only upon agreement between the Buyer and the Seller, usually in the form of a draft purchase contract delivered by e-mail specifying the products, price, anticipated delivery date, payment terms and contract number.

#### Entering into the Contract

For standard assortment, delivery of the order confirmation to the customer is considered to be the conclusion of the purchase contract. In the case of ordering a special assortment, manufactured according to the customer's request, the Seller sends a draft purchase contract.

The Buyer must review the draft purchase contract and deliver their consent to Seller by signing the contract and delivering it back to Seller no later than 5 days after it was delivered to the Buyer. Upon delivery of the signed confirmation, that is, the purchase contract, to Seller, the

purchase contract becomes binding upon both Parties. The purchase contract may be amended or cancelled only in writing upon agreement between the Parties. If the Buyer does not demonstrate disagreement with the information in the draft purchase contract within 5 business days after Seller sent the draft purchase contract to the Buyer, the draft purchase contract will be considered approved by the Buyer.

The purchase contract will be entered into upon delivery of the purchase contract, signed by the Buyer to Seller or at the time of application of the presumption arising from the preceding sentence.

### DELIVERY, DELIVERY CONDITIONS, PASSAGE OF RISK

The Seller must deliver said products as are listed in the purchase contract.

In case of specially manufactured products, the Seller reserves the right to deliver the products to the Buyer in a quantity lower or higher by no more than 5% (inserts) or 10% (tools) than the quantity specified in the purchase order/purchase contract.

Upon such delivery, the purchase contract is considered performed. The Buyer must accept said delivery and pay the purchase price reflecting the quantity delivered.

In case of cancellation of the purchase order, the Seller must reimburse the Buyer for any expenses invoiced to the Buyer as may have been incurred by the Seller.

The place of delivery is the registered office of the Buyer. Unless agreed otherwise in writing, the Seller must deliver the products to the place specified in the purchase contract. The Seller may deliver the products also in partial deliveries. The risk of damage to the products is governed by the confirmed delivery terms under Incoterms 2010, or the risk will pass upon handover of the products to the Buyer.

### PURCHASE PRICE PAYMENT

The amount or due date of the purchase price and the banking details are specified in the purchase contract and the invoice. The purchase price in purchase contract is without VAT. In case of any discrepancies between the information in the purchase contract and the invoice, the information in the invoice prevails. The amount to be paid by the Buyer according to the purchase contract must not be withheld by the Buyer for any reason whatsoever or set off against the claims which the Buyer may have held against the Seller without the Seller's written consent. This applies also to situations where the Buyer incurs a right arising from a product defect.

The purchase price will be considered paid when the relevant amount is credited to the Seller's bank account in full. In case of default in paying the amount in a due term, the Seller may require, from the Buyer, payment of late payment interest of 0.05% of the outstanding amount per each day in delay. The provisions of S. 1805 (2) of the Civil Code do not apply.

# DORMER PRAMET

In case of a delay in the payment of any invoiced amount, the Seller may withhold any deliveries not yet made or withdraw from any contracts previously entered into.

## OWNERSHIP RIGHT ACQUISITION

The right of ownership of the products to be delivered under the purchase contract is transferred to the Buyer upon the handover of the products by the Seller, but no earlier than the purchase price is paid by the Buyer to the Seller in full.

## PACKAGING

The products will be delivered in adequate packaging. Liability for the packaging, adequate to the agreed means of transportation, will be borne by the Seller.

## DEFECTS, COMPLAINTS

The Purchaser must inspect the products with sufficient care, as soon as practicable after the passage of risk of damage. Any defects which may be detected through said inspection made with due professional care must be notified to the Seller no later than 5 days after the products were delivered. Otherwise, the rights arising from such defects will expire.

The rights of the Buyer arising from hidden defects must be notified to the Seller in writing, in due time and without undue delay after said defects may have been detected by the Buyer. The provision of S. 2108 of the Civil Code does not apply.

The Buyer has no rights arising from defects if said defects were caused by wear and tear, external events, third parties, through no fault of the Seller, particularly by unprofessional alteration, unprofessional manipulation, use for purposes other than those for which the products are intended, mechanical damage during manipulation, inadequate use, forcible action, modification, inadequate storage, etc.

In case that the complaint is acknowledged, the Buyer has the right to the rectification of the claimed defect by repair or new product delivery upon decision of the Buyer, without payment and without undue delay no later than two months after the claimed product was delivered to the address of the Seller.

The claimed product must be returned in the original packaging, with the specification of the conditions under which the product was used.

If the Seller fails to deliver the products to the Buyer in the quantity, quality and design pursuant to the contract, such failure constitutes immaterial breach of contract, the claims arising from the product defect to be resolved under S. 2107 of the Civil Code.

## LIABILITY DISCLAIMER

The Seller's liability to the Buyer arising from defects of any delivered products is restricted to the obligations under the paragraph entitled "Defects, Complaints". The Seller is not held liable for any indirect, additional or consequential damage or loss of profit which may be incurred by the Buyer in connection with the products, for instance by improper use thereof. Compensation of damage, if any, by the Seller in case of any breach of contract is limited to 100% of the price for the products delivered under the contract in relation to which said breach occurred.

## TECHNICAL CHANGES

The Seller reserves the right to change the technical parameters, particularly in the design, size, etc. This means that the Seller has the

right to deliver the products to the Buyer in the quality agreed or higher than agreed, in regard to the technical progress achieved by the Seller. Therefore, any pictures, drawings, technical data and information of any type whatsoever which are incorporated in the Seller's documentation must be considered illustrative.

## OTHER TERMS AND CONDITIONS

Any amendments to the purchase contract, including to this provision, must be made in writing and signed by both Parties.

The agreed delivery period will be extended by up to 3 additional months from the date of demonstrable payment of any prior deliveries, which were not paid in the due term.

## FORCE MAJEURE

The Seller will not be held liable for any damage or loss incurred by the Buyer on the grounds of a breach of contract, such as failure to make or late delivery of products due to an event of force majeure such as war, flooding, fire, strike, accident, lack of materials, energy and utilities, fuels, or any other objective cause not caused by the Seller. The Buyer remains obligated to take the products delivered by the Seller at any later time.

## PERSONAL DATA PROTECTION

In our company, processing of personal data occurs in many cases. You can find all information on processing your personal data in the Dormer Pramet Privacy Statement

## FINAL PROVISIONS

The legal relations not regulated hereby are governed by applicable provisions of Act No. 89/2012 Sb., Civil Code and any related legal regulations.

The legal relations arising between the Buyer and the Seller from and in connection with the purchase contract are governed by the Czech laws. Any disputes arising from or in connection with purchase contracts, including their validity, will be resolved by general courts.

These General Business Terms and Conditions constitute an inseparable part of the purchase contract and documents referring to these General Business Terms and Conditions. By signing the purchase contract, the Buyer declares that they read and agree to this General Business Terms and Conditions.

## SELLER'S ADDRESS:

**Dormer Pramet s. r. o.**

**Uničovská 2**

**787 53 Šumperk Czech Republic**

Entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Entry No. 21406

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**[www.dormerpramet.com](http://www.dormerpramet.com)**