



# GENERAL BUSINESS TERMS AND CONDITIONS

## 1. Delivery

1.1. The Supplier reserves the right to change the price or payment terms and/or to claim extra costs in the event that the details regarding the subject-matter of the contract are not clear and thereupon the Supplier may not perform delivery in the agreed manner (e.g. unconfirmed specifications, missing information for necessary technical solutions to the subject-matter of the contract, missing documents for customs clearance, missing documents for assembly approval, etc.) or in the event that the Customer is in delay of payment or unilaterally suspends, postpones or cancels delivery of the subject-matter of the contract. All work performed at the date of such suspension, postponement, or cancellation, and all related additional costs (also future costs, e.g. storage costs, handling, etc.) shall be immediately reimbursed by the Customer.

1.2. Furthermore, the Supplier may reject the changes requested by the Customer in the event that they are not feasible with respect to the progress of the operations, or as the case may be, if the Customer rejects the increased price of the Supplier for changes.

1.3. The Customer undertakes to accept the goods properly and pay the price stipulated according to the payment terms to the Supplier. The title to the goods remains with the Supplier until the price for such goods is fully settled by the Customer.

1.4. In the case of a failure to accept the subject-matter of the contract or delay in the supply longer than 2 calendar weeks, the contractual price must be paid immediately. Besides this, all additional costs associated with storage and maintenance of the containers up to the time of actual delivery shall be reimbursed by the Customer.

1.5. With the delivery, the Customer shall receive a notice stating the number of containers and serial numbers thereof. At the Customer's own expense, the Customer shall order a crane to be available for the period of unloading and the time necessary for the assembly work. The Customer shall furthermore ensure paved road access for trucks and assembly vehicles for the full time necessary for unloading and assembly, as well as free access for the assembly workers to the assembly site.

1.6. The Customer is obliged to make a prompt inspection of the goods delivered and record all visible defects in writing on the delivery note or on the acceptance certificate, and claim such defects to the Supplier no later than within 2 working days after delivery, or, if appropriate, after the acceptance procedure; all latent defects ascertained at any time later must be claimed within 2 working days after being detected. After the expiration of these time limits no claims shall be admitted. According to the payment terms to the Supplier. The title to the goods remains with the Supplier until the price for such goods is fully settled by the Customer. shall be admitted.

1.7 If the assembly work is ordered to be performed by the Supplier, it terminates at the outer edge of the subject-matter of the contract. All connections, tests and inspections for implementation shall be the Customer's responsibility. In the case that this work is not undertaken in the presence of the Supplier's workers, but only after their departure, the Supplier shall be entitled to charge to the Customer any extra costs for repeated visits to the assembly site (e.g. travel expenses, accommodation costs, daily allowances, etc.) if defects are discovered thereafter.

1.8 If the assembly is performed by the Supplier, the Customer shall provide the Supplier with all documents necessary to obtain working permits in a timely manner and at Customer's expense, as well as with all reasonable cooperation necessary for the actual performance of the assembly work (e.g. building permit, proper foundations, ground connections, all necessary connections of power, water, gas, digital networks sewage, waste disposal, scaffolding, working and social facilities, amenities such as 380 V and 220 V power supply, water piping connections, WC, etc.).

1.9. In the case that the Customer fails to fulfill requirements stated in sections 1.5 and 1.8 for the actual delivery and assembly and such failure results in any extra costs to the Supplier, the Supplier shall be entitled to charge the respective costs to the Customer.

1.10. Without the Supplier's prior consent, the Customer's employees or any third persons are prohibited from working at the assembly site during assembly of the containers. Otherwise the Supplier shall be entitled to charge the Customer for all extra costs that may arise in relation to extended time necessary for the assembly.

1.11. After the Supplier's assembly workers complete the assembly, the Customer shall arrange, within the stipulated time and in cooperation with the Supplier's workers and the Customer's client, an acceptance procedure and sign the acceptance certificate stating all defects detected. In the case that the Customer, or, as the case may be, the Customer's client fails to meet the scheduled time limitations, and unless otherwise agreed by and between the Supplier and the Customer, the Supplier shall be entitled to claim all extra costs according to sentence 3 of section 1.7. If the detected defects specified in the certificate cannot be rectified on site, the parties shall agree on the manner and the time in which the defects are to be rectified. After the expiration of the stipulated time, only rectified defects shall be accepted which have been recorded in the certificate.

1.12. The parties agree that defects ascertained during the delivery or the acceptance procedure that do not affect the usage of the subject-matter of delivery, shall not constitute the Customer's right not to remit payment of the contractual price. The Customer shall be entitled to withhold payment for the period of time required to complete the repair work related to defects provided, however, that the amount of such payment does not exceed 5% of the contractual price. After rectification of the defects the Customer shall pay the remainder of the contractual price immediately.

## **2. Technical Documents**

2.1 The Supplier shall provide the Customer, at the Customer's request and without any charge, with the following documents:

- Ground plan (floor plan)
- Plan of foundations without static calculation
- Electrical plans

2.2 Other documents requested by the Customer will be provided by the Supplier only where possible for the Supplier. These documents shall be charged to the Customer, if not otherwise agreed with the Customer.

## **3. Warranty**

3.1 The warranty for the subject-matter of the contract is 24 months from the date of delivery.

3.2 All other parts, devices and built-in components are covered by the warranty of the respective manufacturer, which shall not exceed two years following the delivery date.

3.3 The Supplier shall not be liable for any damages or defects caused by the following:

- improper handling of the subject-matter of the contract
- improper installation by the Customer or a third person authorized by the Customer
- improper care or maintenance
- non-compliance with the operation manual
- vandalism
- force majeure

3.4 The Supplier shall not be liable for any damages caused by latent defects originating from the following:

- improperly prepared foundations
- unventilated foundations (the air does not circulate under the container(s))
- increased air humidity in the subject-matter of the contract (the relative air humidity may not exceed 50%)
- causes stated in section 3.3

3.5 The Customer shall make available all documents as might be necessary for defects claimed to the Supplier. These specifically include reservations to the delivery recorded in the delivery note, photos of the reported defect, etc. In the case that the documents handed over from the Customer are not clear, and unless otherwise agreed between the Customer and the Supplier, the defects will be assessed by the Supplier on site. If the claim is unjustified, the Customer shall be charged all costs related the travel to the place of delivery.

3.6 Without the Supplier's consent, the Customer may not rectify the defects. If the defects are to be rectified by the Customer, such repairs must be approved by the Supplier (e.g. cost estimates, technical solution, etc.). Otherwise the costs of repairs shall be rejected by the Supplier.

3.7 The warranty for repair work performed by the Customer as well as the warranty for damages caused by such repairs shall be assumed by the Customer.

3.8 In the case of claims, where the Parties fail to reach an agreement upon the cause, the Parties shall agree ad hoc upon the method of rectification as well as the coverage of costs thus incurred. All unjustified claims or repair work that are not covered by the warranty shall be undertaken by the Supplier on the basis of a new contract.

#### **4. Final Provisions**

4.1 The Parties shall do their best to resolve all discrepancies that may arise herefrom by mutual agreement. It is agreed that Czech law shall apply, place of jurisdiction shall appertain to Zlín.

In \_\_\_\_\_ on \_\_\_\_\_

In Vizovice on \_\_\_\_\_

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Supplier