

# 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, provided that the details regarding the subject of the contract are not clear and thereupon the Supplier may not perform delivery in a proper manner (e.g. unconfirmed specifications, missing information for necessary technical solutions of the subject of the contract, missing documents for the assembly approval, etc.) or provided that the Customer is in delay in payment or unilaterally suspends or postpones delivery of the subject of the contract.

1.2. Furthermore, the Supplier shall be entitled to reject the changes requested by the Customer, if 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 agrees to accept the goods properly and pay to the Supplier the price stipulated according to the payment terms. The title to the goods remains at the Supplier until the price for such goods is fully settled by the Customer.

1.4. In case of failure to accept the subject of the contract which continues more than 2 calendar weeks, the price of the contract must be paid within 7 days. In case that the period lasts longer than two weeks, the supplier has a right to charge the costs connected with that (storage, handling, etc.). In case that the subject of the contract is stored in customer's premises, or on a place hired by him, the customer is fully responsible for the goods. In case that the goods is damaged or lost, the customer is obliged to cover the cost for reparation the latest 5 days since the damage is found.

1.5. Prior to the dispatch, the Customer shall receive the notice stating the number of containers and serial numbers thereof. At his own costs, the Customer shall order a crane to be available for the period of unloading and the time necessary for the assembly works. The Customer shall furthermore ensure paved access road for trucks and assembly vehicles for all the time necessary for unloading and assembly, as well as free access for the assembly workers at the assembly site.

1.6. The Customer shall make a prompt inspection of the goods delivered and record all visible (patent) defects in written to the delivery note, or to the acceptance certificate, and claim such defects upon the Supplier no later than within 2 working days after delivery, or, if appropriate, the acceptance procedure; all latent defects ascertained anytime later must be claimed within 2 working days after being detected. No claims shall be admitted after expiration of these time limits.

1.7. If the assembly works are agreed with the Supplier, they shall be considered completed by the construction of a perimeter wall of the building. All connections and tests and inspections as may be necessary for commissioning shall be the Customer's responsibility. In case these works are not done in presence of the Supplier's assembly workers, but only after their departure, the Supplier shall be entitled to charge to the Customer any extracosts for repeated arrival at the assembly site (travel expenses, accommodations costs, daily allowances, etc.)

1.8. Before the assembly, the Customer shall provide the Supplier in timely manner with all documents necessary for obtaining working permit, as well as with all reasonable cooperation necessary for a real performance of the assembly works (e.g. building permit, proper foundations, ground connections, all necessary connections of power, water, digital network, sewage, etc., waste disposal, scaffolding, working and social facilities, as for example 380 V and 220 V power supply, water piping connection, WC, etc.).

T +420 577 007 711 ústředna / reception  
F +420 577 452 837  
IČ: 46966170, DIČ: CZ 46966170  
společnost zapsána o KOS Brno  
oddíl C, vložka 6807

**KOMA MODULAR s.r.o.**  
Říčanská 1191, 763 12 Vizovice  
Česká republika / Czech Republic  
e-mail: [info@container.cz](mailto:info@container.cz)  
[www.koma-modular.cz](http://www.koma-modular.cz)

# KOMA

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

1.10. The Customer's employees or any third persons are prohibited to work without the Supplier's consent at the assembly site during assembly of the containers. Otherwise the Supplier shall be entitled to charge to the Customer all extra costs arisen in relation to an extension of the 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 assembly workers and the Customer's client, an acceptance procedure and sign the acceptance certificate stating all defects detected. In case that the Customer, or, as the case may be, the Customer's client fails to fulfill the scheduled time, and unless otherwise agreed by and between the Supplier and the Customer, the Supplier shall be entitled to claim all extracosts according to the 3rd sentence of the section

1.7. If the defected defects specified in the certificate may not be removed right at the site, the parties shall agree on the manner and the time in which the defects are to be removed. After expiration of the stipulated time, the parties shall accept only removed defects which have been recorded in the certificate.

1.12. The parties agree that the defects ascertained during the delivery or the acceptance procedure, which may not affect the usage of the subject of delivery, shall not constitute the Customer's right to suspend payment of the contract price. The customer shall be entitled to withhold the amount for the period of repair works in the extent of the defects, provided, however, that such amount does not exceed 5% of the contract price. After removal of all defects, the Customer shall pay the balance of the contract price no later than within 3 days after removal of the defects.

## 2. Technical documents

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

- Ground plan (floor plan)
- Plan of foundations without static calculation
- Scheme of main distribution system
- Electrical inspection certificate for each container (the electrical inspection of appliances shall be ensured by the Customer after the assembly and prior to the scheduled acceptance of the line)

## 3. Warranty

3.1 The Supplier provides the warranty for the container construction in the length of 96 months after the delivery date, unless the subject of the contract is located in the aggressive environment.

3.2 All other parts, devices and built-in components are covered by the manufacturer's warranty which shall not exceed 2 years following the delivery date.

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

- unprofessional handling
- unprofessional assembly by the Customer or third person authorized by the Customer
- improper treatment or maintenance
- non-compliance with operation manual
- vandalism

T +420 577 007 711 ústředna / reception  
F +420 577 452 837  
IČ: 46966170, DIČ: CZ 46966170  
společnost zapsána o KOS Brno  
oddíl C, vložka 6807

**KOMA MODULAR s.r.o.**  
Říčanská 1191, 763 12 Vizovice  
Česká republika / Czech Republic  
e-mail: info@container.cz  
www.koma-modular.cz

**KOMA**

- force majeure

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

- improperly laid foundations
- unventilated foundations (the air does not circulate under the container (s))
- increased air humidity in the container (s)
- reasons stated in the section 3.3

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

3.6 The Customer shall not remove the defects without an agreement with the Supplier. If the Customer removes the defects, such repair must be approved by the Customer in advance (cost estimation, technical solution, etc.). Otherwise the costs of repair shall be rejected by the Supplier.

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

3.8 In case of claims, where the parties fail to reach an agreement upon the cause, the parties shall agree ad hoc upon the method of removal as well as the coverage of thus incurred costs. All unjustified claims or repair works, which are not covered by the warranty, shall be redone by the Supplier under a new contract.

#### 4. Final Provisions

4.1 The Parties shall make their best to resolve all discrepancies arisen herefrom by a mutual agreement. The parties agreed upon the Czech law as the governing contract law, the jurisdiction shall appertain to the court in Zlín.

T +420 577 007 711 ústředna / reception  
F +420 577 452 837  
IČ: 46966170, DIČ: CZ 46966170  
společnost zapsána o KOS Brno  
oddíl C, vložka 6807

**KOMA MODULAR** s.r.o.  
Říčanská 1191, 763 12 Vizovice  
Česká republika / Czech Republic  
e-mail: info@container.cz  
www.koma-modular.cz

# KOMA