

General Business and Delivery Terms

1. General Applicability

1.1. These General Business and Delivery Terms (General Terms) apply to all current and future transactions between the Supplier (seller) and the Client (buyer - the party with which the Supplier enters into a contract) as well as to any and all offers, orders, supplies, contracts and other services provided by the Supplier (seller) unless a particular written contract between the parties specifically provides otherwise. Where a continuing business relationship is established between the parties, these General Terms shall form an integral part of any offer or contract delivered between the parties without an explicit reference to them being required. These General Terms shall be considered to have been accepted by the other party at the time of taking delivery of a contractual item or performance by that other party at the latest. These General Terms govern, under the provisions of Sec 1751 et seq. of Act No. 89/2012 Sb., Civil Code of the Czech Republic, as amended, all obligations between the Supplier (seller) and the Client (buyer).

1.2. The Supplier (seller) rejects the acceptance of any commercial terms of the Client (buyer) to the extent that they are contradictory to these General Terms. No such terms shall form part of any contract between the parties and shall not apply even if contained in the written confirmation of an order delivered by the Client (buyer); in such cases, the Supplier's (seller's) silence shall mean rejection. No contradictory terms of the Client (buyer) shall bind the Supplier (seller) irrespective of whether or not the Supplier (seller) has expressed explicit disagreement with such terms. If any general business and delivery terms of the Client (buyer) are contradictory to these General Terms they shall form no part of any order or contract.

1.3. Verbal agreements or agreements made over the telephone that are contradictory to these General Terms shall only bind the Supplier after the Supplier's (seller's) written confirmation thereof delivered by registered or electronic mail. The same applies to accessory agreements and obligations made by the Supplier's (seller's) representatives and employees which shall not bind the Supplier (seller) until such written confirmation of the Supplier.

1.4. All agreements and representations of the parties must be in writing and confirmed, i.e. containing the signatures of all the persons which they shall bind, to be valid.

1.5. The information contained in the Supplier's (seller's) brochures, catalogues, drawings, photographs and general projects shall not be binding for the Supplier's (seller's) supplies and the Supplier (seller) reserves the right to change the disposition, shape, dimensions, materials, weight etc. with respect to any and all its supplies.

2. Offers and Performance

2.1. All offers made by the Supplier (seller) are of a non-binding nature, unless explicitly designated as binding by the Supplier (seller), and may be changed by the Supplier (seller) at any time without prior notice. Acceptance and all orders shall only be legally effective after the Supplier's (seller's) written confirmation or by actual delivery.

2.2. The extent and the performance of a supply must conform to the order confirmation, if any.

2.3. Accessory agreements and amendments to these General Terms shall only be valid when confirmed in writing by the Supplier (seller). The same applies to all warranties and assurances concerning any aspects provided by the Supplier (seller).

2.4. The Supplier (seller) only accepts orders on the condition that these General Terms shall apply to the contract. These General Terms are publicly accessible at www.boco.cz. By sending an order not containing a written rejection of these General Terms, consented to in writing by the Supplier (seller), the Client (buyer) expresses its unconditional consent with these General Terms. If, by mutual agreement between the Supplier (seller) and the Client (buyer), a standard contract is entered into on the basis of an order without the applicability of these General Terms, the transaction shall be governed by the relevant provisions of the applicable Czech laws and regulations on contracting.

3. Technical Specifications, Promotion, Confidentiality

3.1. All technical documents such as plans, specifications, illustrations and information regarding dimensions, properties or weight, unless incorporated in a binding offer, serve for information only and do not contain any general warranties or guarantees of quality with respect to a contractual item. The same applies to specifications and depictions in any offers, brochures, advertisement, catalogues, in addition to any public statements or promotion of the Supplier (seller). Any warranties and assurances extended by the Supplier (seller) must be confirmed in writing and designated as such to be valid. The Supplier (seller) reserves the right to implement technical improvements or other technical or structural modifications. All materials related to an offer (copies, plans, descriptions etc.) remain the exclusive property of the Supplier (seller) and are protected by copyright, where applicable. The passing thereof on to third parties . even in the form of excerpts . is only permissible with the Supplier's (seller's) prior written consent.

3.2. The Supplier (seller) reserves all proprietary rights and copyright with respect to quotes, illustrations, plans, drawings and technical documents. None of these may be disclosed to third parties and may only be used for purposes determined by the Supplier (seller) or agreed with the Supplier (seller). The provision of this section applies especially to written documents designated as %confidential+ by the Supplier (seller). The Client (buyer) must obtain the Supplier's (seller's) written consent before disclosure.

4. Dimensions, Tolerances and Regulations

4.1. Unless the Client (buyer) and the Supplier (seller) agree in writing otherwise, the dimensions and tolerances for a contractual item will be subject to the standards and/or product specifications applicable for the relevant sector or in the Supplier's (seller's) enterprise. If the Client (buyer) requests additional assessment, this must be agreed in writing and paid for by the Client (buyer) or such third party as agreed in writing between the Client (buyer) and the Supplier (seller).

4.2. All contractual items must meet the standards required by law and comply with the other applicable laws and regulations of the Czech Republic valid at the time of contract execution as a prerequisite for the contractual item to be usable. The standards required by law and other applicable laws and regulations of the country of the Client (buyer), or a country where a contractual item is to be used, i.e. a country other than the Czech Republic, are not known to the Supplier (seller) and cannot thus be taken into consideration in the performance of an order unless further provided otherwise. Consequently, noncompliance with such standards and regulations cannot be interpreted as a defect of a contractual item.

4.3. When placing an order and no later, the Client (buyer) must provide to the Supplier (seller) a detailed list of domestic or other laws and regulations with which the Supplier (seller) is to comply in the performance of the order and for ensuring compliance with applicable safety and approval rules.

4.4. As far as waste material resulting from tests performed on a contractual item at any place, or during the installation of a contractual item at the Client's (buyer's) place, is concerned, obligations may arise under official, generally applicable technical and legislative requirements for waste treatment and the protection of the environment. All such obligations, including compliant disposal of the waste material, shall be the obligations of the Client (buyer) and must be discharged at the Client's (buyer's) expense.

5. Price and Payment Terms

5.1. Unless the parties agree otherwise, the prices will be EXW %Seller's Plant - epí+ in accordance with INCOTERMS 2010, including loading, but not including packaging. All additional costs such as the cost of carriage, packaging, insurance, export, transit, import or other permits, including certification etc., shall be paid by the Client (buyer). The Client (buyer) shall also pay all related taxes, toll and other fees. Packaging is not returnable or reimbursable without the Supplier's (seller's) express written consent.

5.2. The prices shall mean net prices plus value added tax in accordance with the statutory rate of the relevant country, as applicable, on the date of invoicing. The Client (buyer) shall also pay the cost of the material described in section 8 of these General Terms.

5.3. Unless the parties agree otherwise, all payments shall be made to the Supplier (seller) payment account, without any deductions or fees for the Supplier (seller), as follows:

- 50% of the price as the first advance payment immediately after receipt of confirmation of the order, contract etc.;
- 40% of the price as the second advance payment as soon as the Client (buyer) is advised that the contractual item, or a major part of it, in accordance with the order or contract, is ready for shipment;
- 10% of the price as the third and final payment after delivery of the contractual item in the Supplier (seller) seat, payable before the hand-over of the contractual item to the Client (buyer) or before shipment of the contractual item (delivery of it to the first carrier) unless further provided otherwise (e.g. in accordance with special conditions mutually agreed between the parties in an order, contract etc.).

The Supplier shall be entitled, and obliged, to prepare an invoice immediately after the fulfilment of the conditions for each partial payment of the price, as above. The Supplier (seller) shall prepare the invoice for the Client (buyer) for each such partial payment. The Supplier (seller) shall be entitled to prepare the final invoice (taxable performance document) immediately after the hand-over of the contractual item to the first carrier for delivery to the Client (buyer) or as soon as the Supplier (seller) places the contractual item at the disposal of the Client (buyer) at the premises of the seat of the Supplier (seller) company or a branch thereof (e.g. a warehouse), unless the parties agree otherwise.

Repairs must be paid for immediately.

5.4. If the Supplier (seller) compensation is eventually not agreed to, the Supplier (seller) price valid on the date of delivery shall be decisive. Whenever the delivery time is longer than 4 months, the Supplier (seller) reserves the right to reasonably adjust prices if the related costs decrease or increase after the placement of the order or the execution of the contract, especially due to pay agreements, changes in the cost of material etc. Upon request, the Supplier (seller) shall provide to the Client (buyer) documentary evidence of such decrease or increase.

5.5. Discounts may only be applied on the basis of a special written agreement. The agreed discounts will not be provided if the Client (buyer) has not paid for previous deliveries (default).

5.6. Late payments shall be governed by the relevant provisions of the applicable laws and regulations unless these General Terms further provide otherwise.

5.7. Noncompliance with the payment terms releases the Supplier (seller) from the obligation to deliver the contractual item in compliance with the contractual or agreed conditions but does not release the Client (buyer) from the obligation to take delivery of it.

5.8. If the Client (buyer) fails to make any payment on time, the Client (buyer) shall be in default, without prior notice being required, as of the date of the default. The Supplier (seller) shall charge default interest of 0.05% of the amount due for each day of default. This shall not preclude the Supplier (seller) from seeking a higher compensation for default on the basis of acceptable evidence.

5.9. If the Client (buyer) defaults a payment according to section 5.3 of these General Terms for longer than 14 days (after the due date), the Supplier (seller) may, after prior and unsuccessful request for payment, request return of such contractual item or enter the premises of the Client (buyer) and take possession of the contractual item to keep it as collateral for the payment.

5.10. Where the Client (buyer) defaults payment according to section 5.3 of these General Terms for longer than 14 days (after the due date), the Supplier (seller) may cancel (unilateral termination of contract) any current order and request payment in full for unpaid orders and/or for work-in-progress based on any previous order(s).

5.11. The Client (buyer) may not refuse to pay or reduce a payment on the basis of objections, claims or proposals not accepted by the Supplier (seller). Payments must also be made if delivery is late or is not possible due to circumstances beyond the Supplier (seller) control.

5.12. All the Supplier (seller) claims towards the Client (buyer) arising on any legal relationship between the parties shall immediately become due and payable under circumstances entitling the Supplier (seller) to terminate under a contractual provision or provision of law.

5.13. If the Client (buyer) fails to take delivery of a contractual item placed at the disposal of the Client (buyer) in accordance with an order, contract etc., at the contractually agreed premises or within the contractually agreed time, the Supplier (seller) shall be entitled to cancel the order / rescind the contract, while providing a reasonable cure period (a maximum of 1 month), and may claim compensation of the damage so caused to the Supplier (seller) from the Client (buyer). If the Client (buyer) is late to take delivery of a contractual item, the Supplier (seller) shall be entitled to store the contractual item at the risk and expense of the Client (buyer). If the Client (buyer) is late in taking delivery of a contractual item, the Supplier (seller) may also claim compensation of the damage caused by such delay. If the Client's (buyer's) delay in taking delivery of a contractual item exceeds one month of the notice that the contractual item is ready for shipment, the Supplier (seller) shall be entitled to charge the Client (buyer) a penalty of 0.01% of the price of the contractual item, incl. VAT, for each day of the delay.

6. Retention of Title

6.1. The Supplier (seller) shall retain the title to the contractual item until receipt of all the payments under the contract for the delivery thereof.

6.2. As far as contractual items received by the Client (buyer) from the Supplier (seller) as part of a continuing transaction between the parties are concerned, the Supplier (seller) shall retain the title to them until the settlement of all its claims towards the Client (buyer) arising under such continuing transaction, including claims arising under concurrent or subsequent contracts.

6.3. The Supplier (seller) shall be entitled to insure, at the Client's (buyer's) expense, a contractual item with the reservation of title against theft, destruction, fire, water and other risks if it cannot be ascertained that the Client (buyer) has arranged for such insurance.

6.4. The Client (buyer) must treat a contractual item with the reservation of title with care and caution. Where inspections and maintenance are called for, the Client (buyer) must ensure, at its expense, that these are done timely.

6.5. If the Supplier (seller) transfers a contractual item with the reservation of title into a new movable item, the transfer shall automatically be to the benefit of the Supplier (seller), without the Supplier (seller) incurring any new obligations or duties, and such new item shall be the exclusive property of the Supplier (seller).

6.6. The Client (buyer) may not assign or pledge a contractual item with the reservation of title without the Supplier's (seller's) consent. The Client (buyer) must immediately advise the Supplier (seller) of enforcement or other third party actions concerning a contractual item with the reservation of title or assigned claims and provide the Supplier (seller) with all information and documents necessary for the preservation of the Supplier's (seller's) rights. The same applies if any such actions are executed immediately. The levying officer or the third party must be warned by the Client (buyer) about the Supplier's (seller's) property rights. The Client (buyer) shall pay all the expenses related to cancellation of the seizure order and redelivery of the contractual item with the reservation of title if they cannot be recovered from a third party.

6.7. The Client (buyer) must immediately advise the Supplier (seller) of enforcement of third party rights with respect to a contractual item with the reservation of title or assigned claims and provide the Supplier (seller) with any and all documents and materials necessary to achieve cancellation.

6.8. The Client's (buyer's) right to sell, use or install contractual items with the reservation of title shall be extinguished and the Client's (buyer's) permission to collect assigned claims shall be cancelled by a court ordered suspension of payments and / or insolvency motion regarding the Client (buyer). The provision of the preceding sentence does not apply to the rights of receiver.

6.9. The Supplier (seller) shall reassign or release, at its discretion, claims with respect to which the value of the security provided exceeds the claims (reduced by advance payments and partial payments, as necessary) by more than 20%. After satisfaction of all the Supplier's (seller's) claims arising under the transaction, the title to contractual items with the reservation of title and assigned claims shall pass to the Client (buyer).

6.10. References made to the value of a contractual item with the reservation of title shall be based on the amount invoiced (invoice value) by the Supplier (seller).

6.11. If reservation of title must be entered in a public register to be valid, the Supplier (seller) shall be entitled to enter the reservation of its title in such public register. The Client (buyer) shall provide the Supplier (seller) with all necessary assistance in this regard upon the Supplier's (seller's) first request.

7. Delivery

7.1. A delivery date set by the Supplier (seller) shall only be binding if it is explicitly designated as a binding delivery date by the Supplier (seller).

7.2. A prerequisite for a binding delivery date to be obligatory on the Supplier (seller) is that all the commercial and technical questions between the parties be resolved and that the Client (buyer) fulfill all its obligations such as the obtaining of the required permits and authorizations, the making of a payment etc. If this does not occur through the fault of the Client (buyer), the delivery time shall be reasonably extended.

7.3. The Supplier (seller) shall not be liable . including with respect to binding delivery dates and agreed deadlines . for a delay in delivery due to force majeure or circumstances making delivery considerably difficult or impossible (including consequent difficulties with respect to the acquisition of material, operational breakdowns, strikes, lockouts, lack of staff, lack of means of transport, official orders, piracy et al., whether arising with the Supplier (seller) or any of its subcontractors or elsewhere). Such delays entitle the Supplier (seller) to suspend deliveries for as long as the obstacle persists, with the addition of a reasonable time necessary for the initiation of the transaction, or to reasonably extend the delivery time or rescind the contract, in full or in part (within the extent of the unperformed part of the contract). The same applies if the Supplier's (seller's) delay has already occurred. The Client (buyer) must be immediately advised of the unavailability of the delivery. The consideration must be paid without delay. If the force majeure event continues for longer than one month, the Client (buyer) and the Supplier (seller) shall negotiate to find solutions to the operational, technical and financial consequences. If the parties are unable to find a solution satisfactory for both of them through negotiation, the Supplier (seller) may rescind the contract or cancel the order etc., in full or in part, with the effective date being the date of delivery of the rescission notice. In such cases, the Client (buyer) shall not be entitled to claim from the Supplier (seller) compensation for any damage sustained as a consequence.

7.4. After the expiry of a reasonable extension, the Client (buyer) or the Supplier (seller) may rescind the contract within the extent of the unperformed part of the contract if obstacles referred to in section 7.3 above continue for longer than six months of the planned delivery date.

7.5. If the Supplier (seller) fails to deliver by an agreed binding delivery date for reasons other than those given in section 7.3 above, the Client (buyer) shall be entitled, after an extension of 20 weeks and unless either a partial delivery or a considerable effort to remove the obstacles preventing the delivery take place, to rescind the contract. The Client (buyer) shall have no claim for non-performance related damages in accordance with section 13 of these General Terms.

7.6. If the Client (buyer) is in delay due to non performance of its obligations, whether in taking delivery or as regards preparatory works to be performed by the Client (buyer), the agreed payment or outstanding amount shall be payable after a reasonable extension but no later than the agreed delivery date. This shall be without prejudice to the legal effects of the delay of creditor (mora creditoris). The Supplier (seller) may arrange, at its discretion, for a temporary storage of a contractual item at the Client's (buyer's) expense and risk.

7.7. The Supplier (seller) may make partial deliveries, and issue the relevant invoices, at any time.

7.8. After dispatch of the confirmation of an order by the Supplier (seller), the Client (buyer) may no longer cancel the order.

7.9. To the best of the Supplier's (seller's) knowledge, the export to, and use of a contractual item being delivered in, the country of destination is not in conflict with the export control regulations of the Czech Republic and / or European Union. Any changes to the above taking place before the delivery of the contractual item must be checked for by the Supplier (seller) and immediately notified to the Client (buyer).

7.10. If, during the performance of a supply contract, new export control regulations take effect, this shall be considered as a force majeure event and section 7.3 of these General Terms shall apply accordingly.

7.11. The place of performance for deliveries and payments shall always be the Supplier's (seller's) seat, even where the delivery takes place elsewhere by the parties' arrangement.

8. Cost of Material

8.1. If the Supplier (seller) undertakes to test the workability or performance, adjust tools etc., whether at the Supplier's (seller's) place or the Client's (buyer's) place, the Client (buyer) must provide the material necessary for the testing, free of charge and in the volume requested by the Supplier (seller). If the tests are performed at the Client's (buyer's) place, the Client (buyer) must provide, at its expense, the necessary electrical energy and other required media (such as compressed air, cooling water etc.) and ensure functional connection of these media to the device (contractual item) being tested for safe, uninterrupted and flawless operation of that device (contractual item).

8.2. The same applies to repairs and attempts at recovery.

8.3. If the Supplier (seller) uses its own material for contractual device (contractual item) testing without the Client's (buyer's) assistance, the Client (buyer) shall pay the cost of the material so used.

9. Risk transfer

9.1. The risk transfers to the Client (buyer) as soon as the contractual item leaves the Supplier's (seller's) premises. The same applies to every partial delivery and irrespective of whether the Supplier (seller) has assumed additional obligations, e.g. the cost of carriage.

9.2. If a shipment is delayed or not completed for reasons beyond the Supplier's (seller's) control, the risk transfers to the Client (buyer) as of the date of notice that the shipment is ready.

10. Carriage and Insurance

10.1. Unless the parties agree otherwise, contractual items will be shipped at the Client's (buyer's) expense.

10.2. Insurance against all risks of loss or damage is the Client's (buyer's) duty. Even in cases where the insurance is arranged by the Supplier (seller), it will be arranged under the name and on the account and risk of the Client (buyer).

10.3. The Client (buyer) must inspect every shipment immediately after receipt for damage or losses. If a loss or damage is found out, the Client (buyer) shall attach the appropriate reservation of rights to the acceptance and immediately take up the issue with the carrier. If the damage is more difficult to find out, the notification of such damage during carriage must be given to the carrier no later than 7 days after receipt of the contractual item.

11. Use of Software

11.1. If a supply includes software, the Client (buyer) will be granted a non-exclusive license to use the delivered software, including software documentation, and, as the case may be, a single copy of the software will be created for the Client (buyer) for safety reasons. Such software may only be used for deliveries received by the Client (buyer) from the Supplier (seller).

11.2. The Client (buyer) may not copy (except for safety reasons in accordance with section 11.1 above) or modify the software without the Supplier's (seller's) written consent. Any consent so given shall only apply to the single case and purpose for which it is granted unless expressly stated otherwise.

11.3. Unless expressly stated otherwise in writing by the Supplier (seller), all the rights and title to the software, the source code and the documentation, including any copies thereof, shall remain with the Supplier (seller) or the software provider. The Client (buyer) may not sublicense the software.

11.4. The Client (buyer) may only transfer its license to use the software with the sale of the contractual item concerned if the new user accepts the obligations towards the Supplier (seller) under this section 11 and the Client (buyer) provides the Supplier (seller) with the address of the new user.

12. Warranties

12.1. The Supplier (seller) only warrants that a delivered contractual item corresponds, within the scope of normal tolerance, to the specifications and properties explicitly confirmed in Supplier's (seller's) order confirmation, or within the scope of normal use anticipated by the Supplier (seller). No other warranties are provided. The Supplier (seller) shall not be liable for the suitability of a contractual item for any other use than the one for which the contractual item is determined (delivered) by the Supplier (seller), even if the Client (buyer) has informed the Supplier (seller) of such other intended use. The Client (buyer), not the Supplier (seller), shall be responsible to ensure that the required information and properties are sufficient for the use intended by the Client (buyer).

With respect to agreed works and services to be performed, such as repairs, renovations, overhauls etc., on a delivered contractual item, the Supplier (seller) provides no warranties to the extent of quality and possible defects caused by hidden material defects in the contractual item delivered by the Client (buyer). If the Supplier (seller) prematurely terminates the performance of such works and services due to hidden material defects in the delivered contractual item, the Client (buyer) will be charged for the work performed on actual cost basis.

12.2. The warranty does not extend to defects and failures from causes such as usual wear and tear, improper or insufficient storage and maintenance, noncompliance with operational standards, excessive load, inappropriate operational means, inappropriate procedures and servicing by the Client (buyer) or third parties, use of unoriginal parts without the Supplier's (seller's) prior written approval as well as other causes that may not be attributed to the Supplier (seller).

12.3. The Client (buyer) must inspect every received contractual item with respect to quantity and condition (quality and guaranteed properties). The written notification of defects must be delivered to the Supplier (seller) within 7 days after receipt (apparent defects) or discovery (hidden defects, i.e. defects not easily recognizable on a reasonable inspection). If the Client (buyer) fails to do so, the contractual item shall be considered as accepted. A late notification of defects, that is notification contrary to the provision of the preceding sentence, will not be confirmed by the Supplier (seller) and such defects shall be excluded from the warranty. The timely notification of defects is a prerequisite for rectification within the warranty period.

12.4. When the Client (buyer) discovers a defect in a contractual item, the item must not be disposed of, i.e. the contractual item must not be modified, sold or otherwise transferred until the parties agree on the resolution of the notified claim. Otherwise, the defect shall be excluded from the warranty.

12.5. The Client (buyer) must make available to the Supplier (seller) refused contractual items, or samples thereof, for evaluation of the refusal to accept. The warranty shall become void in the event of unjustified refusal.

12.6. A prerequisite for the Client's (buyer's) exercise of the rights under the warranty is proper discharge by the Client (buyer) of the obligation to inspect and notify. A prerequisite for the Client's (buyer's) exercise of the right to claim hidden defects is observance of the maintenance plan and the keeping of a log by the Client (buyer) at the time that the contractual item is put into operation.

12.7. In the case of a defect, the Client (buyer) shall at first only be entitled to request rectification of the Supplier (seller). The Supplier (seller), so notified, shall, if the Supplier (seller) is objectively capable of rectifying defects in accordance with the provision of this section, rectify by doing any of the following, in its discretion:

- a) repair the defective contractual item directly at the place where it is in operation;
- b) request the sending of the defective contractual item, or part of it, for repair;
- c) replacement of defective parts of the contractual item with new ones;
- d) replacement of the defective contractual item with a new one.

If these attempts at rectification are unsuccessful and the Client (buyer) has notified this in due time, the Client (buyer) shall only be entitled to request reduction of the agreed price for the order, such reduction not to exceed the reduction in value of the contractual item. If, however, such reduction in value equals to or exceeds the agreed contract price, the only remedy shall be rescission of the contract. In no other case shall the Client (buyer) be entitled to rescind a contract due to defects.

12.8. For repairs or replacement deliveries on the basis of a valid notification of defects, the terms on delivery time shall apply similarly. The replaced parts or defective contractual items, in the event of

replacement delivery, must be returned to the Supplier (seller) at its expense. The return of repaired contractual items or parts for replacement to the Client (buyer) shall be at the expense and risk of the Supplier (seller) unless the parties agree otherwise.

12.9. All the Client's (buyer's) claims based on material defects shall be limited to 12 months of delivery unless the parties agree otherwise. An exception is the parts for which the Supplier (seller) provides a 6-month warranty. The warranty period applicable to a contractual item is not renewed or extended as a result of repair or replacement of the contractual item.

12.10. The warranty provided for contractual items sold at a reduced price does not cover the defects due to which the reduced price has been agreed. As far as used contractual items are concerned, the Supplier (seller) shall not be liable for defects corresponding to the wear and tear condition /extent/ in which they are accepted by the Client (buyer).

13. Limitation of Liability

13.1. The Client (buyer) shall not be entitled to damages or reimbursement of costs on a legal basis, especially due to a breach of the duties attaching to creditor-debtor relationship or a general breach of duty by the Supplier (seller), its authorized representatives or intermediaries. Unless expressly provided otherwise, neither shall the Client (buyer) be entitled to any damages, price reduction or termination or cancellation of contract. The Supplier (seller) shall not under any circumstances be liable for indirect or consequential losses such as loss of production, non-usability, loss of business and loss of profit.

13.2. If, irrespective of the limitation of liability in accordance with section 13.1 above, the Supplier (seller) is liable for damage to the Client (buyer), the Supplier's (seller's) total liability (including any price reduction in accordance with section 12.7 of these General Terms), whether in contract or tort or on any other legal basis, shall be limited to the maximum of 5% of the total invoiced amount for a contractual item, subject to the applicable provisions of the governing law in accordance with section 16 of these General Terms.

13.3. The above exclusion and limitation of liability applies to the liability of the Supplier (seller) and its authorized representatives as well as any personal liability that may attach to them. The Supplier (seller) shall not be liable for its subcontractors.

14. Disclaimer and Indemnification

14.1. The Client (buyer) shall indemnify the Supplier (seller) against all third party claims for damages or with respect to any other violation of law by the Supplier (seller), its authorized representatives and intermediaries. The Client (buyer) must take up insurance against such risks.

15. Severability

15.1. The invalidity of a provision of these General Terms or a provision incorporated in another agreement or contract between the parties shall not affect the validity of the remaining provisions and agreements hereunder.

16. Governing Law and Jurisdiction

16.1. These General Terms and the entire legal relationship between the Client (buyer) and the Supplier (seller) shall be exclusively governed by the applicable laws and regulations of the Czech Republic, especially the Civil Code, as amended. The parties shall make every effort to resolve all differences and disputes between them through direct, informal negotiation. All disputes, controversies, breaches, termination, invalidity or other claims arising hereunder or in connection with the legal relationship between the parties which cannot be resolved amicably shall be resolved before a court. The venue of the court will be Pardubice, Czech Republic. The language of the proceedings will be Czech. However, the Supplier (seller) may bring the dispute before any other court having jurisdiction over the Client (buyer).

16.2. The Client (buyer) acknowledges and agrees that data disclosed in connection with the business relationship between the parties will be collected and stored by the Supplier (seller) for its needs. These General Terms supersede any and all previous general business and delivery terms governing the business relationship between the Client (buyer) and the Supplier (seller) and shall take effect at the time that the Client (buyer) learns about them.

17. Installation

17.1. Where the Supplier (seller) is to provide services such as installation, supervision, commissioning or test run support, the parties shall make a separate specific agreement in that regard (installation terms and conditions). The Supplier's (seller's) servicing, assembly and installation works shall in addition be governed by the General Terms of Service issued by the Supplier (seller).