

Terms of Business - Technikert s.r.o.

A Seller:

Company name:	Technikert s.r.o.
Adress:	Korunní 2569/108 CZ-101 00 Praha 10
Identification:	ID: 055 46 494 VAT: CZ05546494
Registration:	Municipal court Prague,
Section:	C
Insert:	265571
Person authorized to represent:	Jiří Ertel

B. Terms of Business

1. These business conditions apply to all business cases in which Technikert s.r.o. as the seller (hereinafter referred to as the seller) and the business partner as the buyer (hereinafter referred to as the buyer). The validity of these conditions in the execution of an individual business case can be limited or excluded only by a written declaration of the seller with the buyer.
2. Business Terms are available on our website - www.technikert.com. At request we provide it via Email.
3. The burden of proof that the seller has informed the buyer of these terms and conditions is borne by the person who claims such a circumstance.
4. These Business Terms and Conditions do not apply to business cases conducted via the web-based interface (e-shop) located at eshop.technikert.com. In this case, the "Business Terms and Conditions for Online Shop" are available at the website of the online store.

C. Offer of the seller

1. The seller's offers are the answer to buyer's inquiry.
2. Seller's offers contain the markings and price data of the requested delivery. The seller is bound by his offers. If the validity period is not stated, it is 6 months from the date of issue of such document.
3. If not specified in offer, the invoice due date is 14 days.
4. If not specified in offer, the proforma invoice payment is required.
5. Standard incoterms - EXW Prague, if not specified in offer.

D. Conclusion of the contract

1. By entering into a contract, the seller and the buyer have the rights and obligations arising from the contract.

2. The conclusion of contract between the seller and the buyer occurs at the time of:

- a) signature of a written contract
- b) offers confirmation by the seller
- c) overtaking of the order or by enabling the buyer to perform the ordered service in the case of direct delivery.

All offers and confirmation of the order on the part of the seller are made electronically in writing form from the email address info@technikert.com to the contact email address of the customer from whom the order was sent. The customer receives the other documents for the given e-mail address, especially the tax documents, unless otherwise agreed.

E. Subject of Delivery

1. The subject of delivery is goods, works or services that have been negotiated as a performance between the seller and the buyer in any of the ways described in Section C of these Terms and Conditions.
2. Goods and works have the technical parameters agreed with the buyer in accordance with the applicable law on technical requirements for products.
3. Documents relating to delivery can be provided only in English language. It is about data sheet, declaration of conformity, certificate, service statement, delivery note, other documents.
4. Transport to the buyer is provided by the seller if this is agreed upon when the contractual relationship is concluded
5. Any incompleteness of the seller's delivery is not a failure of the delivery and only establishes the buyer's right to initiate a complaint procedure.

F. Place of delivery

1. Unless otherwise agreed, the place of delivery is the registered office of the seller, registered in the Commercial Register.
2. If the delivery is included (or if the buyer orders the shipment beyond the delivery), the seller has the obligation to deliver the goods (work, service) by handing the delivery to the first public carrier.

G. Delivery date

The delivery must be fulfilled by the seller within the term stipulated by the contractual relationship. If the term is not settled in time, the seller becomes late. The only consequence of the delay is the creation of the buyer's claim for payment of the contractual penalty in the amount agreed in the contractual relationship, but only if it is stated in contract. The enforcement of any other claims is unjustified. Withdrawal of the Buyer from the contract is possible in the case of the seller's fault

only if he has been contractually negotiated. Seller's fault is considered to be a minor breach of contract.

H. Withdrawal from the contract

The Seller reserves the right to cancel the offer and also to the free of charge withdrawal from the contract in justified cases arising, in particular, from the Seller's subcontracting relations. When the subcontractor (manufacturer) of the delivered goods cannot supply subject of the delivery and this fact was not known to the seller at the time of conclusion of the contract.

J. Other delivery obligations

1. When delivering a works or service, the buyer is required to acknowledge the delivery note (service sheet) to the seller. Without confirmation of the delivery note (service), the seller is entitled not to deliver the delivery without incurring delay on the part of the seller.
2. The shipment contains the delivery note. The date of the taxable transaction is the date of delivery of the goods to the first carrier.
3. The buyer is obliged to review the completeness and, if applicable, the functionality of the delivery. Shortcomings are recorded by the buyer's employee on the delivery (service) sheet. Later complaints about the completeness of the delivery are not obligatory for the seller to take into account. In the case of a dispute, the standard records on the delivery note held by seller are decisive.
4. When the goods are taken over from the carrier, the Buyer is obliged to check the integrity of the packaging. In the case of damage to the goods during transport, the Buyer is obliged to write a report on the damage of the consignment or goods, a record of damage or to describe the way the shipment is damaged in the transport document of the carrier.
5. In the case of delay in receipt of delivery by the Buyer, the Seller shall be entitled to charge the Purchaser, from the 30th day of the date of storage of the delivery, to 0.1% of the deliveries value for each commenced storage day.
6. Contractual performance shall be subject to the condition that the Performance does not preclude any restrictions resulting from national or international provisions regarding export control, in particular embargoes or other sanctions. The Customer undertakes to provide the Supplier with all the information and documentation necessary for the export or delivery of the Performance. If the Customer is in delay with the transmission of this information, the originally agreed Delivery Time is shifted by at least the Customer's delay in submitting this information. If there is a delay in the delivery of the Deliverables for reasons of export control or authorization, the originally agreed date is canceled. The performance is prolonged by the period of authorization or control.

If the relevant instances are not granted the necessary export or delivery permits or if the performance is not eligible for the authorization, the contract for granting this performance is considered to be unfinished.

K. Transfer of ownership

1. Until the transfer of the ownership right to the buyer, the buyer undertakes to dispose of the goods (in part) so that the seller does not suffer any damage. The Buyer undertakes to comply with any instructions given by the seller as the owner of the item.
2. The buyer is not entitled to make other things or make any legal act to transfer the right of ownership to a third party until the goods have been fully paid (works, goods). In the case of a breach of this provisions, the seller is entitled to require a contractual penalty of 30% of the delivery price. The right to compensation is not affected by the payment of the contractual penalty.
3. The buyer acquires ownership of the goods by paying the entire purchase price for the goods, including delivery costs, but first by taking over the goods. Responsibility for the accidental destruction, damage or loss of the goods passes to the buyer at the moment of taking over the goods or when the buyer was obliged to take over the goods but did not do so in contravention of the purchase contract.

L. Price of goods, works, services

1. Buyer declares that he has sufficient funds to pay for the goods / the subject of the work.
2. The buyer is charged to pay the seller the agreed price for the delivery. The agreed price is the price stated in the contract or written confirmation of the order. If the price is not negotiated contractually, the agreed price is the price stated in the offer.
3. Unless agreed otherwise, the negotiated price includes all parts and accessories of the delivery.
4. The price is invoiced to the buyer once the invoice is delivered - a tax document. In the invoice - a tax document, the seller clears up the advance payments provided by buyer for this business case.
5. The buyer is obliged to pay the invoice - a tax document within the due date, which is shown on the invoice. In case of delay with the payment of the invoice, the seller may claim default interest at the rate of 0.1% for each commenced day of delay.
6. If the claim is not repaid on maturity, the seller shall additionally bear the minimum amount of the costs associated with claiming the claim in the amount of CZK 1200, except for default interest.
7. A seller has the right to use a third person to recover his claims against the buyer. For this purpose, the seller is entitled to

provide information on individual business cases and buyers to third parties

8. The seller has the right to add legal service costs of request for payment elaboration to the claim if the claim is 30 days past due.
9. The seller has the right to add the costs of the legal service relating to the further recovery of the claim.
10. The buyer's delay with a payment of more than 45 days establishes the seller's right to withdraw from the contract after a prior written notice (electronically the email address of the buyer). Buyer is obliged to return the delivered delivery and pay the seller a contractual penalty of 50% of the delivery price. If the buyer is unable to return the delivery to the seller in full, he will pay the seller a contractual penalty of 100% of the delivery price. The contractual penalty is settled by the seller by invoice - a tax document. The payment of the contractual penalty does not affect the full claim for damages. The seller is entitled to use already paid cash advance for payment contractual penalties according to these terms of business.
11. Due to the buyer's delay with the proforma invoice payment, the extension of the delivery period of the seller is delayed by the payment of proforma invoice. If the delay is longer than 30 days, the seller is entitled to withdraw from the contract.
12. In case the Buyer fails to pay the seller the invoice - a tax document within the due date, the Seller is entitled to claim, beside interest on late payment, the buyer's payment of the exchange rate difference EUR to Czech crowns

M. Retaining right to other goods, works or services

1. The seller is not in delay with the time of delivery of the goods, works or services, if the buyer is in delay with the payment of the invoices of the seller. In this case, the seller is entitled to detain the ordered goods (works, services) as long as the buyer is in delay with the payment. Any purchaser's obligations that have become due before the delivery is detained has to be redeemed by the Buyer without delay.
2. The detention of the goods (works, services) will cease on the day following settlement of all buyer's payable obligations on the seller's account. Upon the expiration of the right of detention, the seller will deliver the goods (works, services) to the buyer.
3. If the duration of the seller's retaining right lasts more than 15 days, the seller may withdraw in writing form from the contract for the delivery of the detained goods (works, services). By withdrawing from the contract, the rights and obligations of the parties relating to the particular business case are canceled from the beginning and the seller will use the buyer's cash advances for covering claims to him.

N. Responsibility

If we deliberately do not break the contract, liability remains limited to the predictable damage that is usually found.

O. Warranty

1. The seller provides a warranty of 12 months from the delivery date for his goods (work, service).
2. The warranty does not apply to defects resulting from the use of the goods in contravention of the manufacturer's technical regulations (or catalog sheets).
3. The warranty also does not apply to damage or destruction of goods (works, result of service) due to mechanical damage by another person, unauthorized intervention of another person, use of the supply contrary to the instructions for its use.
4. If the instructions for use are not included in the delivery, the data of the data sheet or other technical document of the product applies. Furthermore, the warranty does not cover damages arising from the use of the goods in contravention of its designation and force majeure or theft of supply.
5. Complaints apply in writing by e-mail to info@technikert.com. The buyer will provide the order confirmation number, delivery note, or other identifier of the seller and a brief description of the defect.
6. The place of complaint is the seller's registered office

P. Terms explanation

Seller's business partner (the buyer)

a legal or natural person who wishes to conclude or concluded a sales contract (contractual relationship).

Business case

concluding and realisation a purchase contract or a contract for a work

Framework agreement

a written business agreement concluded between the buyer and the seller, governing the terms of business individually.

Delivery

fulfillment of the goods, works or services ordered by the buyer at the seller.

Direct delivery

the case of a business where the seller sends the goods directly from the production plant on the basis of the buyer's order. In such a case, proof of the delivery of the goods, works or services to the buyer is the proof of delivery.

Q. Inconsistencies

In case of any inconsistencies the czech version of terms and conditions shall prevail. The czech version can be downloaded on our website - <https://technikert.com/impresum/> or will be sent on request.