



## GENERAL TERMS AND CONDITIONS THERMIS comp. s r.o.

### Basic establishment

General terms and conditions determine supplier-purchaser relations between Thermis comp. s r.o. (supplier) and their customers (purchasers). These terms and conditions determine in accordance with section § 1751 of act no. 89/2012 Sb., civil law, current version, part of the contract between supplier and purchaser. Written different arrangements shall take precedence over the wording of general terms and conditions. Legal relationship between supplier and purchaser elsewhere undescribed are subject to laws of the Czech Republic.

### Subject of sale

The subject of sale are goods listed in catalog of THERMIS comp. s r.o., price lists of THERMIS comp. s r.o. or other offering material of THERMIS comp. s r.o. including all current offers appointed to the customer.

### Price

Prices given in the catalogues and price lists are valid at the date of issue and the suppliers reserves the right to change the price without prior notice to the customer, in connection with adjustment of producer prices, potentially due to movements of CZK to foreign currencies. The supplier is not responsible for any errors, that occurred during the supply material printing. All prices in catalogues and price lists are listed in CZK without VAT. Price of the good is subject to current price list at the time of an order. For further price specifications the customer may require a specific quote from the supplier. Shall the customer have a general purchase agreement with the supplier, the general terms and conditions of this contract shall be valid throughout the entire duration of the agreement.

### Means of order

Written orders may be delivered to the supplier by any means (post, fax, email). Customer order must contain the exact wording of trade names, corporate name, name and surname of a natural person or an organizational unit of state, address of principal residence, place of residence, stating of a person authorized on behalf of the customer, company registration number, VAT identification number, other address of desired goods delivery, bank account number of the purchaser and customers declaration, that he is familiar with the general terms and conditions, that determine the contract between the supplier and the purchaser. The order must further include the exact address for delivery, name of person authorized to accept the delivery included their phone number, unambiguous identification of the goods ordered (quantity, quality, version, other delivery conditions), place and date of delivery. Should the customer not require a partial fulfillment of the delivery, it must be stated in the order.

### Order confirmation

On customers request the supplier will issue a written order confirmation with an accurate good specification, place and time of delivery, price, all in accordance to customers order. Should the customer advise no written objections within 3 days, the contract is concluded. Should the customer raise a written objection to this confirmation, then these objections are considered as customers amendment to the order, that are subject to new confirmation of the supplier. Acceptance of the amended order will be made by the supplier in writing. If the customer does not require a written order confirmation, the supplier is entitled to expedite delivery subscribes immediately after the order acceptance. In justified cases, especially in non-standard orders, when the supplier is entitled to ask the customer for advance payment, the delivery time is calculated from the day following the day of payment confirmation. The purchaser is not entitled to require delivery prior the payment carrying out. Delivery time depends on the size and structure of the order. In the case of a framework order or an order with a delayed fulfillment date, the latest order fulfillment date is 31.12. of the following calendar year, from the year in which the framework order or the order with a deferred date was issued.

### Terms of payment and transfer of ownership rights

Maturity of the price is determined by the contract of purchase. Payment is carried out, if not stated otherwise, by wire transfer to the account of supplier with maturity of 14 days.

In the first three deliveries effected between the parties, the supplier may require cash payment at the time of delivery or a bank transfer prior the delivery.

In other justified cases, the supplier may require from the purchaser an advance payment, up to 100% of the estimated order price. The purchaser agrees to these terms of payment. Other terms of payment (delayed maturity etc.) are subject to previous written agreements.



Should the price of the goods (as per the invoices) not be paid properly and in time, the purchaser is obliged to pay the supplier a penalty of 0,05% of the invoiced amount for each day of the delay.

Risk of damage of the goods transfers to the purchaser at the time of delivery acceptance, or should he fail to do so, at the time, when the supplier enables the purchaser to handle with the goods and the supplier breaks the contract by failing to do so.

The customer can return the goods to the supplier within a maximum of six months from the delivery of the goods. Stock items can be returned at the discretion of the supplier with a fee of 30% of the selling price of the goods. The supplier has the right to refuse the return of goods from custom production.

## Complaints and warranty management

The supplier is responsible for the completeness and accuracy of the delivery in accordance with the delivery note that was issued in compliance with the order. The purchaser is obliged to inspect the goods immediately, taking into account the nature of the order, the latest within 3 days. The purchaser is obliged to check the correctness of the delivery in accordance with his order and to confirm so on the delivery note. Should the delivery not be performed as per the contract, the purchaser must state so on the delivery or shipping note. Incompleteness and inaccuracy of the supplies may be objected by the supplier no later than 3 days after the delivery. The purchaser is obliged to inform the supplier within this period about any discovered defects of the goods.

Quality guarantee lies with the supplier, meaning the purchased product will be usable during length of guarantee for the contracted purposes, regular purposes and will keep its contracted as well as usual qualities. The guarantee is applicable for failures, which will happen as a result of a defect material or incorrect product qualities. If the product was used by a individual person (non-entrepreneur), we provide a warranty period of 24 months and 12 months if the product was used by a legal entity (entrepreneur). The warranty covers defects that emerged as a result of a faulty material or workmanship of the product. Return of the THERMIS comp. s.r.o. delivery list with a delivery acceptance confirmation by an authorized person is a condition. The warranty period is calculated from the date of the delivery. Complaints must be performed in writing and must contain specification of the faulty product, description of the defect, numbers and dates of order, delivery list or invoice and a name of person that is authorized by the purchaser to deal with the complaint. Description of the defect must be attached to the subject of complaint. The warranty does not cover defects or damage that emerged as a result of improper handling and manipulation, disregard of the instruction of use, mechanical damage, access by unauthorized person, improper transfer and storage etc. The warranty does not cover natural wear and tear. The warranty conditions are applicable only under condition, that the customer is not in delay with the payment for the goods. Should the claim be unjustified, all costs associated with such claim will be billed to the purchaser. When will be complaint recognized as justified, the supplier shall confirm to the customer the validity of the complaint and inform him of the method of repair and its duration.

Standard goods can be returned without giving reasons within 30 days in undamaged packaging. A cancellation fee of 15% is charged for the return of goods. Goods after delivery for more than 30 days can be returned after approval by the supplier with the charged fees for inspection, testing and revision of the product. However, used or damaged goods cannot be returned.

All costs and additional costs associated with the claim must be claimed promptly with the claim or within 30 days of the filing of the claim, later claims will not be accepted. Additional costs must be specified.

In case of evident damage to the goods caused by the customer (damaged seals, visible mechanical damage etc.) the supplier will charge extra handling fee of 100 CZK.

The customer undertakes to hand over properly cleaned and products for the warranty claim, that should be in original packing or in packing fully functionally replacing the original packing. The complaint shall be processed by the supplier within 30 days of receipt of the faulty goods.

## Damage Liability

The supplier is liable to the customer for damages caused to the customer as a result of the supplier's breach of duty and a defective supplier's product, but only up to the maximum amount of the supplier's liability for damages according to this provision.

The supplier's liability is limited to an amount of ten times the selling price of a defective product supplied by the supplier, which caused damages to the customer. This liability cannot exceed the amount of CZK 100,000 (in words: one hundred thousand Czech crowns). The customer is not entitled to claim compensation for damages exceeding the stated amounts. The limitation of liability does not apply to the claims specified in the provisions of Section 2898 of the Civil Code of the Czech Republic.



The customer is obliged to follow preventive measures, such as immediately checking the functionality and properties of the products delivered by the supplier. When using the product, the customer is obliged to ensure measures that guarantee the minimization of damage in the event of product malfunction or damage.

The supplier is not liable for damage resulting from the customer's breach of obligations, in particular resulting from failure to provide supporting documents, or from providing incomplete or inaccurate supporting documents and incomplete or defective technical drawings, particularly when the goods are delivered according to such supporting documents. The supplier is also not liable for damages resulting from the customer's insufficient inspection of the functions and properties of the product received from the supplier.

### **Final provisions**

The customer declares that he was familiar with these general terms and conditions prior placing the order. At the moment of placing an order and concluding a contract the purchaser accepts their terms and the rights and obligations arising from them. Any other requirements, unspecified in the order, that are in contrast with these general terms and conditions must be agreed between the supplier and the purchaser in writing, otherwise they will be disregarded.

These General terms and conditions become effective on the 1st May 2014.