

General Terms and Conditions

of **HYDRAULICS s.r.o.**, with the registered office at: **Slopné 201, 763 23 Slopné**, ID: 18757537,
VAT ID: registered in the Commercial Register held by the Regional Court in Brno,
Section C, File ref. 1246 (hereinafter referred to as the **Supplier**)

Preamble

Basic Provisions

These General Terms and Conditions of Business (hereinafter referred to as "GTC") regulate relations towards a business partner who is considered an entrepreneur (hereinafter referred to as the **Customer**), they do not apply to consumers and persons who do not purchase in business-to-business transactions. These GTC are binding for the sale of all goods and services of the Supplier to the Customer. Other GTC (e.g. Customer's GTC) contradicting or differing from the wording of HYDRAULICS s.r.o. below shall not be accepted.

Article I

Inquiry and Offer

1. Inquiries are accepted by e-mail, mail or telephone.
2. On the basis of an inquiry, the Supplier shall draw up an Offer, which shall be addressed to the Customer.
3. The Buyer may accept the Offer in the form of a binding Order or a Confirmed Offer.
4. Any change in the Offer by the Customer shall be deemed to be a new Inquiry and shall be dealt with as above.

Article II

Order/Confirmed Offer

1. Orders or Confirmed Offers are accepted by email to the address specified in the Offer, or by mail.
2. An Order or confirmation of an Offer must be made no later than five (5) working days after the Order is made by the Supplier. If it is not made within this period, it shall be deemed to have been withdrawn.
3. The Order or Order confirmation must contain the following essential elements:
 - a. the exact name of the Customer (company name)
 - b. the Customer's ID and VAT number
 - c. unambiguous identification of the goods
 - d. the quantity of goods ordered, including units of measure
 - e. Address — registered office of the Customer (if the Customer's billing address differs from its registered office, both addresses must be given)
 - f. contact person of the recipient of the goods (on behalf of the Customer), telephone, e-mail
 - g. transport conditions
 - h. signature of the authorised person of the Customer, and a stamp
 - i. the date of fulfilment
 - j. price and payment terms
4. The Order delivered to the Supplier is legally binding. Confirmation of the Order is also legally binding.
5. The delivery of an Order or a Confirmed Offer to the Supplier establishes the contractual relationship and the Customer confirms its acceptance of these GTC.

Article III

Price Terms

1. The price of the goods is agreed as contractual. The price shall mean the price excluding value added tax.
2. The price excluding value added tax shall be charged at the applicable value added tax rate on the date of the taxable transaction.
3. The Supplier reserves the right to change prices.

Article IV

Payment Terms, Contractual Penalty

1. The purchase price under the Order may be paid:
 - a. in advance on the basis of a proforma invoice
 - b. by cash / credit card / bank transfer / cash on delivery.
2. In the case of non-cash payment by bank, the Customer's obligation shall be fulfilled on time if the relevant amount is credited to the Supplier's bank account no later than on the due date.
3. In the event of late payment of an invoice, the Customer may be charged a contractual penalty of 0.15% of the amount due for each day of delay, as well as default interest at the statutory rate.
4. A customer registered for tax in another EU Member State who purchases goods from the Supplier by way of exemption when supplying goods to another EU Member State is obliged to:
 - a. transport the goods and, after transferring the right to dispose of the goods as owner, to the Member State of the customer; and
 - b. within 10 calendar days of its acquisition at the latest, send information to the Supplier confirming the storage of the goods in the Customer's Member State.
5. The Customer hereby acknowledges that, if he fails to fulfil these obligations, it becomes liable to tax in the Supplier's State within the meaning of Article 108(4)(h)(1) and (2) of the VAT Act 235/2004 Coll., on Value Added Tax, as amended. The Customer undertakes to pay any damage resulting from the breach of the above obligations in the form of taxes, penalties or interest on late payment in full to the Supplier, payable within 15 days of the notice.

Article V

Terms of Delivery and Transport

1. The delivery period shall be extended proportionately if a change to the Order is agreed or if the Customer is in default of any of its obligations towards the Supplier.
2. The Goods may be delivered by a contractual transport service or by post.

Article VI

Place of Delivery and Acceptance of Goods

1. Unless otherwise agreed, the place of delivery of the Goods shall be the Supplier's warehouse.
2. The Supplier's obligation to deliver is fulfilled by handing over the goods to the Customer, to the carrier or by lodging them with the post office (hereinafter referred to as "the Carrier"). The risk of accidental destruction or damage to the goods shall also pass to the Customer at that moment.
3. If, upon the receipt from the Carrier or after delivery from the post office, the Customer discovers that the goods (including packaging) are damaged, it is obliged to note the defect in detail on the Carrier's acceptance report and then to inform the Supplier in writing immediately of the defects discovered.
4. Any shortcomings in the documents or the quantity of goods that can only be detected after the goods have been received from the Carrier (missing goods, extra goods, substitution of goods, etc.) must be notified to the Supplier without delay, but at the latest within 5 working days of receipt of the goods. The Supplier shall not be liable for such defects after this period.

5. The Customer must take delivery of the ordered goods within 5 working days of being requested to do so by the Supplier. In the event of the Customer's failure to meet the deadline, the Supplier shall be entitled to, at its discretion:
- a. send the goods to the Customer at the Customer's expense by any appropriate means to the address of the Customer's registered office or business premises and/or,
 - b. store any uncollected goods, in which case the Customer may be charged a storage fee of 0.5% of the price of the stored goods for each calendar day of storage, and/or
 - c. after 2 months have elapsed from the date of the unsuccessful collection notice, the Supplier is entitled to dispose of the goods as it wishes, as they are deemed to be abandoned, but this does not exclude other claims under this clause (i.e. shipping costs, storage charges).

Article VII

Complaints, Warranty and Post-Warranty Service

1. Complaints must be made by a defect report sent to the Supplier within 5 days of receipt of the goods.
2. In the defect report, the Customer shall specify the subject of the claim and the claim it makes, with any alternative methods of settlement.
3. The guarantee for the goods, unless otherwise stated, is 12 months from the delivery of the goods.
4. The products shall be issued with a Bill of Lading and a Product Quality Certificate.

Article VIII

Dispute Resolution, Jurisdiction

1. The Contracting Parties expressly agree that the provisions of this Agreement shall be governed exclusively by the law of the Czech Republic.
2. Any dispute arising out of this Agreement shall be governed by the provisions of Art. § 85 of Act No. 91/2012 Coll., the Private International Law Act, the jurisdiction of the Czech courts.
3. The District Court in Zlín shall have subject matter and local jurisdiction if the district courts have subject matter jurisdiction under Czech law, and the Regional Court in Brno if the regional courts have subject matter jurisdiction under the Czech law.

Article IX

Validity of these GTC

4. These GTC are valid from May 2, 2023.
5. The current General Terms and Conditions are available on the Supplier's website www.hydraulics.cz.

Ing. Daneš Janík, Managing Director,
in his own handwriting