

General Business Terms and Conditions

General Sale and Delivery Terms and Conditions of FILAMOS, s.r.o., with its registered office in Příbram, Hatě 546, 261 01 Příbram, Id. No. 256 40 763 (hereinafter referred to as the "Supplier").

I. Recitals

1. These Business Terms and Conditions (hereinafter referred to as the Business Terms and Conditions) regulate, in accordance with the provisions of Section 1751(1) of Act 89/2012 Sb., the Civil Code (hereinafter referred to as the Civil Code), the mutual rights and obligations arising in connection with or on the basis of a purchase contract (hereinafter referred to as the Contract) concluded between the Supplier and a third party (hereinafter referred to as the Customer). These Business Terms and Conditions shall apply in cases where a contractual relationship concerned with the sale, purchase or delivery of products and accessories FILAMOS, s.r.o. arises between the Supplier and the Customer.
2. The Customer may only be an entrepreneur within the meaning of the provisions of Section 420 et seq. of the Civil Code, i.e. these Business Terms and Conditions apply only to cases where the Customer concludes the Contract in the course of his/her gainful activity. These Business Terms and Conditions shall not apply if the Customer is a consumer within the meaning of Section 419 of the Civil Code.
3. Any provisions deviating from these Business Terms and Conditions may be agreed in the Contract. The thus-agreed deviating provisions in the Contract shall prevail over the provisions of these Business Terms and Conditions.
4. These Business Terms and Conditions form part of all contractual arrangements between the Supplier and the Customer, unless an individual Contract expressly provides otherwise.
5. These Business Terms and Conditions determine part of the content of the Contract.
6. The Contract and the Business Terms and Conditions are drawn up in the Czech language, which is also decisive for their interpretation.

II. Conclusion of the Contract

1. The proposal to conclude the Contract (hereinafter referred to as the offer) must clearly indicate that the party making the offer intends to conclude the Contract with the party to whom the offer is made. The offer (order) must contain the essential requisites of the Contract, which in the case of a purchase contract include the subject, i.e. the specification of the goods in terms of type and number, and the price of the requested goods. The offer is irrevocable if it expressly states so. Although the offer is irrevocable, it may be cancelled if the notice of cancellation reaches the other party before or at least simultaneously with the delivery of the offer. A revocable offer may be revoked only if the notice of revocation reaches the other party before it has sent its acceptance. If the offer is rejected, it shall expire with the effect of the rejection.
2. The Supplier accepts the offer if the Supplier manifests to the Customer in time that it agrees to the offer. A manifestation of will by the Supplier that contains amendments, reservations, limitations, or other changes shall constitute a rejection of the offer and shall be considered a new offer. A response with an amendment or deviation that does not materially change the terms of the offer shall constitute acceptance of the offer unless the Customer rejects such acceptance without undue delay.
3. Silence or inaction shall not constitute an acceptance of the offer. Acceptance of the offer may be cancelled if the notice of cancellation reaches the Customer no later than with the acceptance. Even a late acceptance of the offer shall have the effect of a timely acceptance unless the Customer rejects the late acceptance of the offer without undue delay, but no later than within 5 days. If no time limit for acceptance is specified in the offer, the time limit shall be 5 calendar days.
4. The Contract is concluded upon the effect of the acceptance of the offer where the concluded contractual relationship shall be governed by these Business Terms and Conditions, of which fact the Customer shall be notified in the acceptance of the offer.

III. Price of the Goods

1. The price of the goods for each type of product is set out in the Supplier's price list and is binding unless a different price is agreed between the parties in the framework agreement or other contractual arrangement. The price is set in CZK and EUR, exclusive of VAT. The Supplier reserves the right to change the price of the goods depending on the development of the CZK exchange rate against foreign prices valid as of the date of delivery of the goods.
2. The Supplier's price list is not a binding legal document and the Supplier reserves the right to unilaterally change the price list and other related documents. VAT at the statutory rate shall be added to the price of the goods.

IV. Payment Terms

1. The Supplier's invoices shall be payable within 14 days from the date of their issue, unless otherwise specified in the Contract. The right to issue invoices arises for the Supplier upon completion of the delivery according to Art. V. of these Business Terms and Conditions. The invoice shall be sent to the Customer by an e-mail within 15 business days from the date of completed delivery.
2. In the event of delay in payment of the invoiced amount for the delivery of the goods, the Supplier shall be entitled to charge the Customer a contractual penalty of 0.05% per day of the outstanding amount for each, even incomplete, day of delay up to and including the date of payment of the full amount due. In the event of delay in payment of the price of the goods, the Supplier shall be entitled to suspend all performance under the Contract or other contractual arrangements, in which case the Supplier shall not be in default of any obligations to the Customer.
3. The Supplier shall be entitled to set off the receivables from the Customer against any receivables of the Customer from the Supplier. The Customer shall not be entitled to set off its receivables against the Supplier.
4. If the Customer is in delay in any payment for more than 30 days from its due date, the Supplier shall be entitled to withdraw from all Contracts not yet performed or to demand an advance payment.
5. Invoices shall meet the requisites of a tax receipt. Only in the absence of any of the requisites, the Customer shall be entitled to return the invoice to the Supplier for completion. In such a case, the due date shall run from the date of delivery of the new corrected invoice.

V. Delivery Terms, Acceptance, Packaging

1. Delivery of the goods shall be governed by INCOTERMS 2020 according to delivery parity EXW at the Supplier's registered office, unless otherwise specified in the Contract.
2. If the delivery is implemented by public transport service, the delivery to the Customer shall be fulfilled by handing over the goods to the Carrier.
3. The Supplier shall inform the Customer about the date of delivery of the goods 3 days in advance and they shall exchange information about the method of acceptance of the goods. If the goods are not collected by the Customer on the announced delivery date or if the Supplier is not provided with the transport instructions, the goods shall be deemed to have been delivered at the end of the day of their notified delivery and the Supplier shall be entitled to invoice the delivery of the goods and the price. At the same time, the Supplier shall be entitled to charge the Customer a contractual penalty (storage fee) in the amount of 0.05% of the price of the non-accepted goods for each day of their storage, starting from the day following the notified delivery date. In the event of non-acceptance of the goods for more than 20 days after the notice, the Supplier shall be entitled to withdraw from the Contract.
4. The Buyer shall be obliged to inspect the goods upon acceptance of the goods or, if this is not objectively possible, without undue delay, but no later than within 15 calendar days after acceptance of the goods; the Buyer shall be entitled to claim obvious defects or incompleteness of the delivery when inspecting the goods, but no later than by the 15th day from the date of delivery of the goods. In the event of non-compliance with the deadline specified in the previous sentence, the Customer's rights arising from defective performance shall expire.
5. The Supplier shall be obliged to pack the goods and arrange for their transport under normal conditions.

6. Together with the goods, the Customer shall be given a delivery note with the exact specification of the contents of the shipment allowing for the acceptance of the goods, in particular: the Supplier's identification number, the offer (order - Contract) number, the business transaction number, the number of the delivered item, the quantity of the delivered items, the types of quantity units, the unit price, the method of transport. The copy intended for the Supplier shall indicate the person to whom the goods have been handed over; in case of the Carrier, it shall indicate the name of the driver, the vehicle license plate, the business name of the Carrier.

7. If requested by the Customer, the Supplier shall provide the Customer with: a certificate of origin, a CE certificate or a declaration of conformity.

VI. Defects and Warranty

1. The Supplier's assortment is delivered in standard quality, unless otherwise agreed by the parties.

2. The provisions of Section 2099 et seq. of the New Civil Code shall apply to the rights arising from defective performance.

3. The Supplier provides a 24-month warranty for the faultlessness of the goods, which commences on the date of completed delivery. A warranty of 6 or 12 months shall apply to selected components for which the length of the warranty period is limited by the subcontractor (drives, hydraulic, electrical and electronic components). By guaranteeing the faultlessness of the goods, the Supplier undertakes that the product will be fit for use for the usual purpose in accordance with its intended use for a certain period of time. The warranty shall not cover parts worn out by normal operation. The warranty shall also not apply to defects caused by improper handling or if the goods have been used at variance with of the Instructions for Use, damaged by the Customer or a third party.

4. Obvious defects and defects ascertained during inspection of the goods shall be claimed by the Customer immediately upon acceptance or upon inspection of the goods after acceptance, otherwise the Customer's right to claim defects shall be extinguished. In the case of acceptance of the goods from the Carrier, the defects must be recorded in the delivery note and confirmed by the Carrier, otherwise the Customer's right arising from defects shall be extinguished. Hidden defects must be claimed immediately after their discovery, but no later than within 5 days after their discovery. The Supplier's liability for defects shall cease upon expiry of the aforementioned deadlines.

5. Defects must be claimed by the Customer in writing and the claim must include a description of the defect, how it manifests itself, an explicit identification of the order or delivery under which the claimed goods were delivered and other relevant facts. The time limit for processing a claim is 30 days; in justified cases it may be extended by the Supplier.

6. If it is necessary to have the defect of the claimed product or its part assessed by the manufacturer, the Customer shall be obliged to allow the inspection of the product or its part at the place of its use, or, at the Supplier's request, to hand over the claimed product or its part to the Supplier at the Supplier's registered office.

7. In the event of the Customer's delay in payment of the price of the goods, the Supplier shall not be obliged to initiate a claims procedure and the deadline for processing the claim shall commence only from the date of payment of the price for the entire delivery.

VII. Miscellaneous Provisions

1. The Customer shall not be entitled to set off any of its potential receivables against the price of the performance without the Supplier's prior written consent.

2. Upon withdrawal from the Contract, the Contract shall be terminated. However, the withdrawal from the Contract or its termination in any other way shall in no way extinguish:

- claims for damages arising from breach of the Contract
- claims for payment of contractual penalties or default interest if already due
- monetary receivables of the Supplier from the Customer under or in connection with the Contract
- choice of law and dispute resolution arrangements

3. The parties agree that the Customer shall not be entitled, without the Supplier's prior written consent, to retain (i.e. exercise the right of retention) any part of the goods or any other things which the Customer has acquired in its possession in connection with the performance of the contract.

4. The Seller shall be entitled to demand an increase in the price of the goods or withdraw from the concluded contract if the inter-annual growth of industrial inflation according to the industrial producer price index announced by the Czech Statistical Office or a similar index exceeds 5% in the Czech Republic.

VIII. Dispute Resolution

1. Contractual relations based on the contract shall be governed by the Czech laws. Facts not regulated by the contract or these Business Terms and Conditions shall be governed in particular by the New Civil Code.

2. The parties have agreed on the international jurisdiction of the Czech courts, where the parties to the Contract expressly stipulate that the District Court in Příbram shall have venue jurisdiction over disputes in the first instance and the Regional Court in Prague shall have venue jurisdiction over disputes in the second instance.

IX. Final Provisions

1. Any modifications to the Contract and its terms and conditions may only be made in the form of a written, numbered amendment, which must be duly signed by persons authorized to act for the parties.

2. The Supplier shall publish the individual versions of these Business Terms and Conditions on its website, indicating the version and date of publication. Any reference to the current published version of the Business Terms and Conditions shall be deemed sufficient, comprehensible and certain for the relevant current version of these Terms and Conditions to be applicable to the contractual relationship in question.

3. The Supplier shall be entitled to make changes to the Business Terms and Conditions at any time on its website. Newly concluded contracts shall always be governed by the current version of the Business Terms and Conditions. The new wording of the Business Terms and Conditions shall apply to already concluded contracts if both parties agree to it in writing.

4. This version of the Business Terms and Conditions is effective from 1 December 2023

Ing. Jiří Labuda, in his own hand
Executive Director, FILAMOS, s.r.o.