



General Terms and Conditions of Sale

1 General

- 1.1 These Terms and Conditions ("Agreement") shall apply to any delivery of products ("Product or Products") and services ("Services") by CRYTUR, spol. s r.o. ("Seller") and take precedence over the conditions of purchase of the purchasing party ("Customer"), unless otherwise agreed in writing by both parties. Customer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

2 Establishing a contractual relationship

- 2.1 All orders must be placed by Customer in writing.
- 2.2 All orders must identify following information:
- 2.2.1 Customer identification (Name, billing and delivery address, identification number)
 - 2.2.2 Product specification
 - 2.2.3 Quantity
 - 2.2.4 Unit price
 - 2.2.5 Required delivery date
- 2.3 All orders are subject to an acceptance by the Seller.
- 2.4 Orders may not be canceled or rescheduled without Seller's written consent.

3 Price

- 3.1 Prices quoted are valid 90 days, or as otherwise stated in the quotation.
- 3.2 All prices are quoted as net prices and do not include value added tax, duties, levies, or other government fees which are to be paid by the Customer.
- 3.3 Unless otherwise expressly agreed, prices are quoted ex works (EXW INCOTERMS 2010). The Customer is responsible to bear all additional freight and packing costs in excess of the standard packing.



4 Payment

- 4.1 Payment may be made by wire transfer or check.
- 4.2 Payment shall be considered to have been made on the day the payable sum is received by the Seller.
- 4.3 Payment shall be made in full within 30 days from the date of invoice, if not otherwise stated in the quotation.
- 4.4 In the event of delayed payment Seller has the right to claim interest at the rate set in accordance with Government's regulation No. 351/2013 Sb.
- 4.5 If the Customer is in default in payment Seller reserves the right to cancel or stop delivery of Products in transit and withhold shipments in whole or in part after written notice. In this case this act of the Seller is not considered a violation of the terms of this Agreement.

5 Delivery and Title

- 5.1 Unless otherwise expressly agreed all deliveries will be made "ex works" (EXW INCOTERMS 2010). Title and Risk of loss pass to the Customer in the moment the Products are made available to the carrier at the Sellers's premises. The damage to the Products after handover to the carrier does not relieve the Customer of the obligation to pay the purchase price.
- 5.2 Seller's shipping dates are estimated only and Seller is not liable for any delay in delivery, including delays incurred by the carrier. Such a delay does not entitle the Customer to cancel the order or other deliveries.
- 5.3 If the delay in delivery is caused due to the Customer, the Customer is responsible to pay the costs thus caused (for example storage costs).

6 Warranty

- 6.1 Unless otherwise agreed in writing, Seller provides warranty period of twelve (12) months from the date of shipment, or twelve (12) months from installation, but no longer than fifteen (15) months from the date of original shipment.
- 6.2 Should any Product fail to conform to the agreed specification during the warranty period, then the Customer shall provide notice to Supplier describing such non-conformity in reasonable detail ("Warranty Claim").



- 6.3 The Products claimed to be defective shall be returned to the Seller for inspection within 14 days from the delivery of the Warranty Claim in writing, carriage paid.
- 6.4 Supplier will review the Warranty Claim and confirm within seven (7) working days (the “Inspection Period”) after receipt of the Warranty Claim whether the Supplier agrees that such non-conformity falls within the scope of the Warranty. In case the Inspection Period should take longer, due to the nature of the problem, the Supplier will inform the Customer of such delay and advise a realistic due date of the investigation results.
- 6.5 If the Supplier agrees that the Warranty Claim is covered by the Product Warranty, then the Supplier shall, at Supplier’s sole discretion:
 - 6.5.1 promptly repair the non-conforming Product,
 - 6.5.2 replace the non-conforming Product (or portion thereof), or
 - 6.5.3 refund the full Price of such non-conforming Product.
- 6.6 If the Supplier determines that the Warranty Claim is not covered by the Product Warranty, the Supplier will provide proof reasonably acceptable to the Customer explaining why such claim is not covered by the Product Warranty and the estimated costs of repair or replacement by the end of the Inspection Period.
- 6.7 The Product Warranty does not apply to defects to the extent caused by: handling, storage, integration or maintenance by Customer or the ultimate end-user in a manner prohibited by documentation provided by Supplier, or accident, vandalism, unauthorized alteration, abuse or misuse, or design deficiencies caused by the Customer, or normal wear and tear.

7 Limitation of Liability

- 7.1 Customer shall not be entitled to, and the Seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of Customers, punitive damages, IPR infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature.



- 7.2 Customer's recovery from Seller for any claims shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise.
- 7.3 Customer will indemnify, defend and hold Seller harmless from any claims based on:
 - 7.3.1 Seller's compliance with Customer's designs, specifications, or instructions,
 - 7.3.2 modifications of any products by anyone other than Seller,
 - 7.3.3 use in combination with other products.
- 7.4 Seller shall not be liable in respect of any claim made against it by any third party and Customer shall indemnify the Seller against any claim brought by any third party against it relating to the Product or/and Service.
- 7.5 Seller shall not be liable for loss and/or damage of any material or parts supplied by Customer for further processing. Customer must notify Seller in writing of the value of such materials at the time of request for quote.

8 Export control

- 8.1 The Customer shall comply with any law, rules, regulations, order and regulatory requirements pertaining to export and trade, as may be applicable to the performance of any obligation under this Agreement. The Customer shall take reasonable steps, including, without limitation, signing such documents, as may be reasonably required to insure compliance with such export or trade laws.



9 Intellectual Property

- 9.1 Seller does not accept any liability for any claims made against it for any infringement of the Intellectual Property Rights of any third party in connection with the use, possession, resale or offering for resale of the Products either as originally sold by the Seller or otherwise.
- 9.2 If the Order is executed in accordance with Customer's designs, plans or Specifications, Customer shall indemnify Seller without limitation in point of time notwithstanding the expiration or early termination of the Contract, and to keep Seller indemnified in full against all actions, losses, damages, expenses, costs, fees or other liabilities arising from any claims made against Seller for infringement of any third party's Intellectual Property Rights.
- 9.3 Nothing contained in these Terms and Conditions shall be construed as, or operate to grant, any licence to Customer in respect of any of Seller's existing or future Intellectual Property Rights other than to the extent required to use the Product.

10 Confidentiality

- 10.1 The customer agrees to keep any non-public technical, business, financial or trade secret information (including, but not limited to, pricing) received from the Seller as a result any communication related to the Seller's products and services.

11 Force Majeure

- 11.1 Seller is not liable for failure to fulfil its obligations for any accepted order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure



conditions, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Customer.

12 Miscellaneous

12.1 Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.

13 Applicable law

13.1 This Agreement shall be governed, interpreted and enforced in accordance with Czech law (excluding conflict of law rules).

Valid from 14.6.2019