

FOR 140237

EB00234



Purchasing Tel



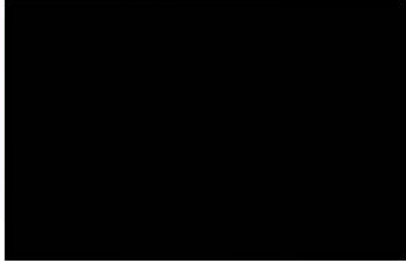
To



VZLU TEST, a.s.
BERANOVYCH 130,199 05 Beranovych 130
Prague - Letňany Czech republic 19900
TEL 420225115267 FAX 420225115430

P/O No.

Issue Date
Delivery / Shipment
Currency
Term of payment
Page



Contact



Purchase Order

NO	PART NOS.	DESCRIPTIONS	YOUR PART NO	ETD DATE	UOM	QUANTITY	UNIT PRICE	AMOUNT
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1 SAMPLE



SUM

VAT 0%

GRAND TOTAL EUR



Please return by fax the Purchase Order Acknowledgement Form



Prepared by

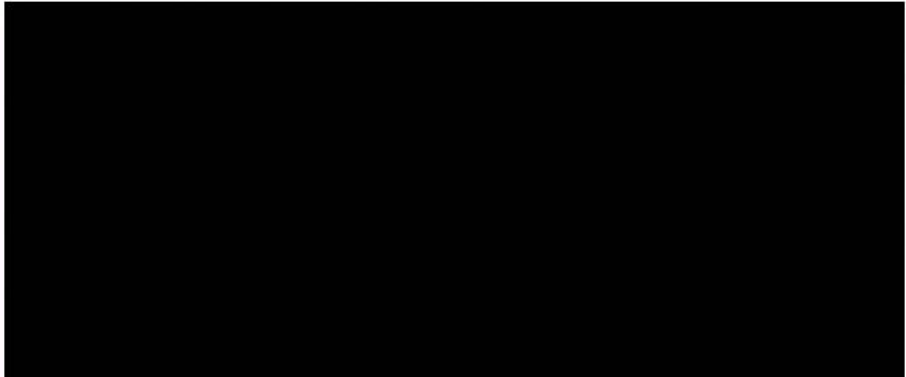
Checked by



Approved by

Remark : Please arrange the delivery place following as below

- [Redacted]
- [Redacted]
- [Redacted]



No.

วันที่

Date

To. Purchasing Div.

[Redacted]

Total

[Redacted]



VZLU TEST, a.s.
BERANOVÝCH 130, 199 00 PRAHA 9 - LETŇANY

Company Identification No.: 04523820 VAT No.: CZ04523820
The company is incorporated in the Companies Register kept by the Municipal Court in Prague,
Section B, Inset 21044

Quotation

Ref: [REDACTED]

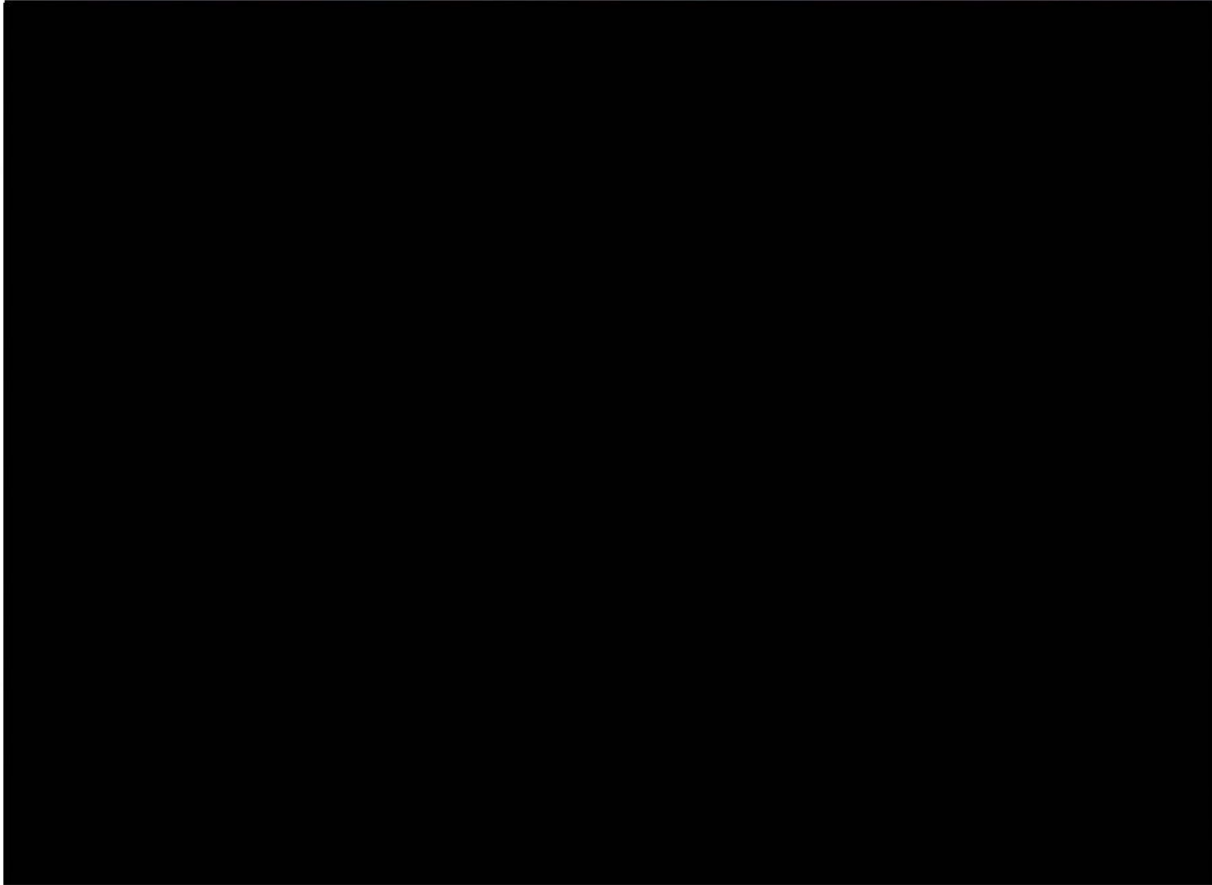
Quotation No: VZLUTEST-170116

Pages: 1

Customer	
Company:	[REDACTED]
Representative:	[REDACTED]
phone:	[REDACTED]
e-mail:	[REDACTED]
fax:	[REDACTED]
Address:	[REDACTED]

Subject, price and terms

Type of activity or product	Description	Price
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F-VZLUTEST-007

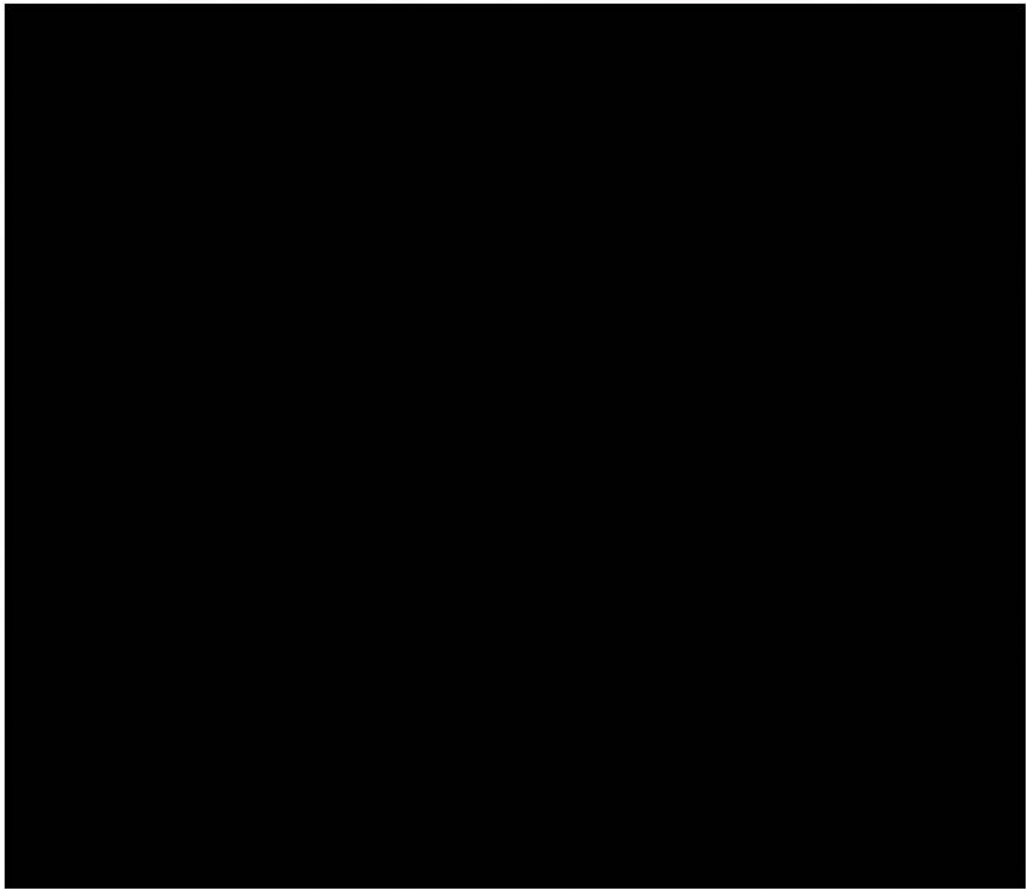
Phone: +420225115354

Fax: +420225115430

Email: info@vzlutest.cz



www.vzlutest.cz



TOTAL PRICE without VAT



Note: VAT in the Czech Republic is 21%

Term and other conditions:

General terms and conditions of VZLU TEST, a.s. as amended.

VZLU TEST is the obliged entity pursuant to Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Contracts Register (Act on Contracts Register). The contract, excluding parts which are subject to commercial confidentiality, will be in accordance with this Act published in the register of contracts. In the agreement and its annexes will be obliterated all parts containing technical data, drawings or any other technical information, personal data of the customer, identification of the other Party, financial information, price, trade secrets and classified information.

Quotation valid until:

Quotation prepared by:			
Name:		Signature:*	
Function:		phone:	
Date of issue:		e-mail:	

* Applicable only for quotations sent by fax or regular mail

F-VZLUTEST-007

Phone: +420225115354

Fax: +420225115430

Email: info@vzlutest.cz



www.vzlutest.cz

GENERAL TERMS AND CONDITIONS OF VZLU TEST NO. 2/2016

for the provision of services, the production of a work and the sale of products

valid from 01/11/2016

Company name: VZLU TEST a.s. (hereinafter called "VZLU TEST")

registered: In the Commercial Register of the Municipal Court in Prague, Section B, Insert 21044

Company Reg. No.: 04521820

registered office: Beranových 130, 199 05 Prague – Letňany

VAT Reg. No.: CZ04521820

I. General

1. These General Terms and Conditions of VZLU TEST pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, shall apply to cases where VZLU TEST provides services or produces a work or sells a product (hereinafter called the "Deliverables") to a customer, sometimes also referred to as a purchaser, client or buyer (hereinafter called the "Customer").
2. All contractual terms and dates relating to the Deliverables are contained exclusively in the present General Terms and Conditions of VZLU TEST. Any deviations from the General Terms and Conditions of VZLU TEST may only be agreed by contract, in written form. Deviations agreed in writing shall then be superior to the applicable provisions in the General Terms and Conditions of VZLU TEST.
3. VZLU TEST is an obliged entity pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Contracts Register (Act on Contracts Register). The contract, excluding parts which are subject to commercial confidentiality, will be published in accordance with this Act in the register of contracts. All parts containing technical data, drawings or any other technical information, personal data of the Customer, identification of other Party, financial information, price, trade secrets and classified information will be obliterated in the agreement and its annexes.
4. A contractual relationship is established by the conclusion of a contract or confirmation of a Customer's order by VZLU TEST.
5. The rights and obligations of the Customer arising out of the contractual relationship are not transferable or assignable to a third party without the prior written consent of VZLU TEST.

II. Deliverables and place of performance

1. The Deliverables must be set forth in writing and approved by both Parties.
2. Unless stipulated otherwise, the place of performance shall be the registered office of VZLU TEST.

III. Price and terms of payment

1. The price of contract performance must be set in writing and must be approved by both Parties. A change in an agreed price may only be possible by a written agreement of both Parties.
2. The price shall always be set exclusive of value-added tax (hereinafter called "VAT").
3. The price does not include the cost of packing and transport of the Deliverables to the Customer.
4. VZLU TEST shall add the VAT to an agreed price amounting to rates in compliance with an applicable legal regulation of the Czech Republic.
5. In the case of foreign Customers and Customers-VAT payers from EU countries, the price is usually exempt from VAT in accordance with an applicable legal regulation. For an exemption of VAT, a foreign Customer and Customer-VAT payer from EU countries is obliged to provide VZLU TEST with all necessary documents. A Customer-VAT payer in EU countries is also obliged to provide VZLU TEST with an international tax identification number (hereinafter called "ITIN") and is also obliged to pay VAT under its national law. If the foreign Customer or Customer-VAT payer does not provide VZLU TEST with all necessary documents, they are obliged to pay VZLU TEST a contractual fine amounting to the applicable VAT.
6. After the Deliverables are delivered and accepted by the Customer or under conditions agreed differently, VZLU TEST shall issue an invoice meeting the requirements of a tax document. An invoiced amount shall equal the total agreed price increased by VAT and by agreed extra works, if any. An exception applies to foreign Customers and Customers-VAT payers from EU countries see Article III/5.
7. The payment period of advance, partial as well as final invoices shall be 14 days from the date of issue of the invoice.
8. The Customer shall use the invoice number as a variable symbol of the payment.
9. If the Customer defaults in the payment of invoices that have been legitimately issued, VZLU TEST may impose late charges on the Customer amounting to 0,05% of the due amount for each day.
10. If an invoice does not meet the agreed requirements or is issued without justification, the Customer is entitled to return or complain about the invoice by the due date thereof by post, fax or email (info@vzlutest.cz) to VZLU TEST. In the event that VZLU TEST has a legal claim to the payment of an invoice and only technical and content-related deficiencies of the document are involved, VZLU TEST is obliged to issue a new invoice with a new due date. In such a case, the Customer is not in default in the payment of the invoice.
11. Title to the Deliverables shall only pass to the Customer after the price of the Deliverables has been paid in full.

3. VZLU TEST is not liable for damage or a defect in a work that has occurred in connection with errors in documentation taken over from the Customer or through the use of improper data handed over by the Customer or through the following of improper instructions given by the Customer as well as for damage incurred in connection with actions or errors of the Customer or its employees.
4. If damage is inflicted on a work or other property of the Customer for which VZLU TEST is not liable, VZLU TEST may rectify the damage only if the Customer requests it.

IX. Limits of liability

1. Unless stated otherwise below, in the event of a professional mistake, product defect, defect in work performed or mistake due to negligence, the liability of VZLU TEST shall be limited to the amount of CZK 5 million. The liability of VZLU TEST exceeding CZK 5 million is excluded in terms of the amount and reason.
2. The above limitation of liability shall not apply to personal injury or property damage incurred as a result of gross negligence or willful misconduct.
3. VZLU TEST shall not be liable for unforeseeable damage, force majeure, lack of economic success, indirect or consequential loss (especially financial loss) and it shall not be liable for any damage arising from the claims of third parties provided that such liability is not laid down by the law.
4. The liability of VZLU TEST for material damage caused due to a professional error or negligence to test samples and devices that are provided by the Customer to VZLU TEST under the contract shall be limited by the amount of CZK 10 million.
5. If the price of samples and devices provided is higher than CZK 10 million, the Customer is obliged to inform VZLU TEST of such fact in writing before the contract is concluded. In this case, the Contracting Parties shall agree on liability or insurance cover on a case-by-case basis. If this does not happen, the liability of VZLU TEST shall be limited by the amount of CZK 10 million.

X. Force majeure

1. Neither Party shall be liable for default in the performance of its obligations arising from the contractual relationship if this was due to circumstances that exclude liability (hereinafter called "force majeure").
2. Force majeure shall be considered as extraordinary circumstances that prevent, permanently or temporarily, the fulfilment of set obligations provided that they occurred after the conclusion of the contract, independently of the will of the liable Party and provided that they could not be averted even if maximum effort that can be reasonably required in the given situation was exercised. Force majeure shall be considered to include in particular war, terrorism, earthquake, floods, accidents of widespread extent and other catastrophic events. Shortages of material and labour shall not be recognised as an instance of the effects of force majeure.
3. Cases of force majeure shall extend the delivery times correspondingly.
4. If any instance of force majeure occurs, the affected Party shall notify the other Party in writing within 48 hours of the moment when force majeure manifested itself and shall subsequently present documents confirming that it is an instance of force majeure.
5. In the event of force majeure, both Parties shall jointly agree on what measures they will take. Should the force majeure occurrence last more than 60 calendar days without the Parties reaching any agreement, any of them may terminate the contract.

XI. Confidentiality

1. Both Parties are obliged to maintain the confidentiality of all facts relating to the contractual relationship or to the matters of the other Party of which they learn during the performance of this contract. This also includes the duty to do their utmost to protect such facts. The confidentiality obligation shall not apply to cases where the fact in question is generally known or there exists a statutory obligation to disclose or publish such fact.
2. The Customer agrees that the name of its company and other data or information be stated during the promotion of VZLU TEST and VZLU TEST's products in printed, electronic as well as verbal form without details being given about the subject-matter of the contract. The Customer agrees that pictorial materials made during tests or during the making of products be exploited for the promotion of VZLU TEST unless a confidentiality agreement or similar agreement excluding the making of such pictorial materials has been concluded with the Customer.

XII. Intellectual and industrial property

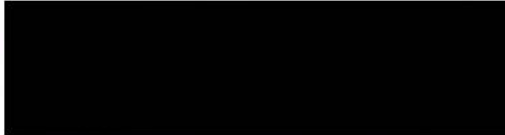
1. VZLU TEST reserves the right to intellectual property relating to all of its documentation or transmitted information and, in particular, relating to technical drawings made by VZLU TEST in connection with an offer unless contractually agreed otherwise. The Customer may not use, reproduce or make available the abovementioned documents to third parties without the prior written consent of VZLU TEST.
2. If a delivery by VZLU TEST contains the intellectual and industrial property rights of third parties, the use of such rights by the Customer must be provided for in detail in the contract.

XIII. Governing law and dispute resolution

1. Other rights and obligations not provided for by these General Terms and Conditions of VZLU TEST shall be governed by Act No. 89/2012 Coll., the Civil Code, and by other generally binding legal regulations of the Czech Republic.
2. The governing law shall be the law of the Czech Republic.

ACKNOWLEDGEMENT

To :



STC's P/O No. :



Date :

From

Page :

VZLU TEST, a.s.

BERANOVYCH 130,199 05 Beranovych 130

Prague – Letňany Czech republic 19900


TEL 420225115267 FAX 420225115430

Contact



A . We acknowledged receipt of your PO# 

B. We are able to supply on dates as listed below :

NO	PART NOS.	DESCRIPTIONS	QUANTITY	ETD	Vendor's Agreed ETD
					

C. We cannot accept the order.

Reason being (Please tick accordingly) :

1. Non - availability.

2. Your prices are unacceptable.

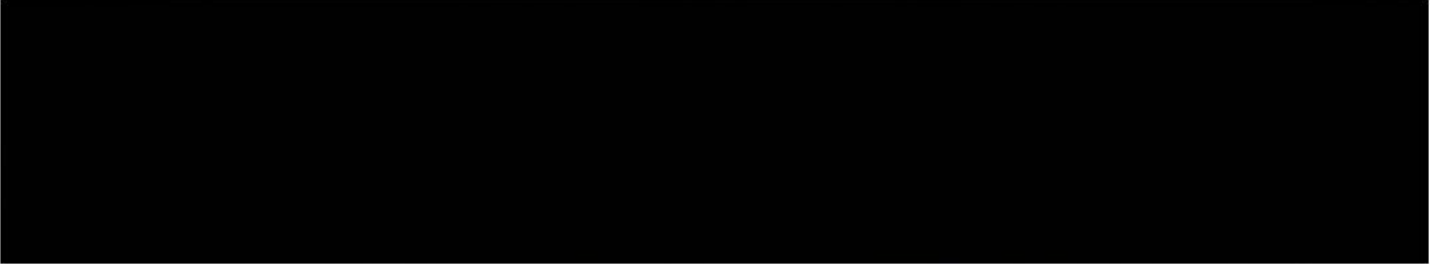
3. Insufficient lead time given.

4. Terms & conditions for supplier indicated, unacceptable.

5. Others (Please state reasons) :

Please fill more detail :

*** IMPORTANT NOTE ***



[REDACTED]

Od:
Odesláno:
Komu:
Předmět:
Přílohy:

[REDACTED]
FW: NEW ORDER : [REDACTED]
scan.pdf

Good Morning

I acknowledge receipt of your order [REDACTED]
The contract will be fulfilled in accordance with the order.

The test completion date depends on the delivery of test samples. This completion is expected in July / August.

VZLU TEST is committed to this agreement without undue delay after its signing by both parties submit to the registry administrator contracts for publication through the registry agreements and in accordance with the procedure under Act no. 340/2015 Coll., On the register of contracts.

Have a nice day

[REDACTED]

[REDACTED]
