

I. Opening Clause

1. For the purposes of these General Terms and Conditions of Trade (hereinafter also the "GTC"), the joint-stock company ISOTRA a. s. is hereinafter indicated as the "Buyer", and the contractor is hereinafter indicated as the "Seller". For the purposes of these GTC and the related contract, the indications "Buyer", "Seller", "Contract of Sale" or "Contract" shall be used also in the case of concluding a contract for work or other similar agreement where ISOTRA a. s. acts in a capacity of a buyer, ordering party or otherwise indicated position of a subject receiving material or characteristic performance, while the provisions of these GTC shall be used for such relation proportionately.

2. The supplies of goods, services, offers and other legal and trading arrangements, where ISOTRA a. s. is a receiver of a characteristic performance, shall be executed exclusively based on these GTC, unless specified otherwise in writing, therefore, these GTC shall be also valid for any and all future business relations, including, but not limited to, cases where the terms and conditions are not stipulated again explicitly.

3. A business relation shall also commence by concluding a special written agreement by and between ISOTRA a. s. and an eventual seller (supplier), which does not refer directly to these GTC.

4. In case a contract of sale is not concluded in writing, these GTC shall be deemed an inseparable part of such a parcel contract of sale.

5. These GTC shall be deemed accepted at the latest upon order confirmation by the Buyer (upon the occurrence of a contract) or upon the supply of a performance (goods or services).

6. Departures from the GTC shall be only valid if confirmed in writing by the Seller. Any other arrangement of the Parties in a form other than explicitly written shall be inadmissible.

II. Offers, Orders, Contracts

1. Offers of the Seller, including, but not limited to, dimensions, drawings, figures, descriptions and other performance properties, shall be binding for the Seller.

2. The Buyer's will of any nature manifested in writing, that is, in particular, by letter, e-mail or fax, shall be deemed as order by the Seller.

3. A contract of sale shall be concluded as soon as the Seller confirms the Buyer's order, while a 5-day period for such conclusion applies. In case the Buyer's order does not indicate the purchase price, or in case the Seller changes the purchase price indicated in the Buyer's order, then the contract shall not be concluded by delivering the order "acceptance" and/or the Seller's offer, and the contract of sale shall become concluded after accepting said offer of the Seller by the Buyer, while such acceptance may be made at any time.

4. The Buyer reserves a right, and shall be entitled, to increase or decrease the extent of the order and to require changes to the subject of the contract or to the place of delivery or installation, i.e. a right to unilateral changes to the contract, without granting to the contractual partner a right to compensation for damages caused by such changes. However, if increase of expenses caused by such changes is documented by the Seller, a corresponding amount of compensation for such expenses shall be agreed by and between the Parties. Likewise, if such changes lead to the extension of the delivery term, a new delivery term shall be agreed.

5. The Seller is also bound by contracts, orders and statements assigned or otherwise supplied to the Seller, if accepted by the Seller.

6. Any and all documents supplied by the Buyer to the Seller (drawing documentation, samples, models, etc.) shall be an exclusive property of the Buyer, and the Seller shall be obliged, without unnecessary delay after a request placed by the Buyer, to return said documents to the Buyer, but in any case, even without the Buyer's request, within the end of realisation (provision of a characteristic performance) of the contractual relation.

III. Prices

1. Prices indicated in the Seller's quotation shall apply to the prices of the goods and services.

2. An invoice shall be sent to the Buyer by e-mail to prijem_faktur@isotra.cz, separately from the supply of goods, no sooner than upon the acceptance of the goods by the Buyer, i.e. the invoice for the payment of the purchase price cannot be delivered to the Buyer before the delivery of the goods. However, this does not apply in cases where the Contracting Parties agree upon advance payment, where the advance invoice must precede the payment of an advance and the delivery of the goods.

3. Unless agreed otherwise in writing, the maturity date of all financial performances of the Buyer towards the Seller shall be 45 days from due delivery of the supply and invoice.

4. Prices indicated in the contract of sale, i.e. Buyer's order accepted by the Seller, Seller's offer accepted by the Buyer, shall be the maximum prices and they shall remain valid even in case the Seller increases its prices during the life of the business relation. Said price shall also include any and all expenses of the supplier relating to the supply (packaging, freight costs, loading, unloading, etc.) in accordance with the delivery conditions indicated in the contract (i.e. in the order confirmed by the Seller).

5. The payment shall be deemed executed by write-off of the applicable amount from the Buyer's account in favour of the Seller's account.

IV. Delivery Term, Packaging, Passing of Risks

1. In accordance with the contract of sale, the delivery term is a date specified for the delivery to a specified location using a method specified in the respective delivery terms. This term is binding, with the exception of "Force Majeure" events.

2. In case the Seller does not deliver the goods to the specified location within the specified term, then the Seller shall pay to the Buyer a contractual penalty of 0.25% of the overall purchase price including relevant VAT for each commenced day of default. Furthermore, the Seller shall be liable in full extent for losses caused by the delay in delivery, e.g. losses in production, lost orders, wage compensations, etc., incurred by the Buyer or charged to the Buyer. At the same time, the Buyer shall be entitled to withdraw from the contract immediately if the delivery term is not fulfilled.

3. The Seller shall be liable for proper packaging of the supply and for protecting the supply against damaging in accordance with the delivery conditions indicated in the order. The Buyer shall be entitled to refuse the acceptance of the supply if there are problems with the transport documents or in packaging, to be provided by the Seller. Any and all costs incurred by the Buyer in relation with such refusal to accept the supply shall be borne by the Seller.

4. The disposal of the packaging materials shall be provided by the Seller, unless specified otherwise by the Buyer in its one-off decision on the disposal of the packaging materials. In case the Seller does not provide for the disposal of the packaging materials immediately after the delivery and the Buyer is forced to store said material for the Seller for a certain period of time, then the Buyer shall be entitled to require that the Seller pay up any and all costs of such storing as well as handling expenses.

V. Defects and Quality Guarantee

1. The Seller shall guarantee that the goods are having the character and properties required in the Buyer's order. The goods shall also conform to any and all legal regulations, technical standards as well as other regulations valid in the Czech Republic and the EU.

2. The Seller shall be responsible for defects the goods or services have at the instant of their acceptance by the Buyer, and the Seller shall be also responsible for defects occurring after the acceptance during the guarantee period.

3. The guarantee period shall be 24 months, unless a longer guarantee period is provided by the Seller explicitly in writing.

4. The guarantee period shall start at the instant of due acceptance of the goods or services by the Buyer.

5. In case a defect is found within the goods, the Buyer shall be entitled to complain of such defect in any way, for instance, in writing, by e-mail, fax, telephone, as soon as practicable after discovering the defect.

6. Upon receiving a complaint from the Buyer, the Seller shall immediately take steps towards settling the complaint, while such complaint must be settled within 5 working days of receiving the complaint. The complaint shall be settled by a supply of new goods or by repairing the supplied goods, while said variants are preferred by the Buyer, and therefore it shall be assumed automatically that the Buyer select these entitlements from the defects under complaint. In case it is impossible to repair the goods or supply new goods within the above term, the Seller shall be obliged to inform the Buyer of such fact within the said term, and the Buyer shall be entitled to require discount from the purchase price, or to withdraw from the contract. In case of withdrawal from the contract, the Buyer shall be entitled to withdraw not only from the part where the defect occurred, but also from the remaining parts if these affect the defective part as regards functional, technical, economical, marketable or aesthetic aspects.

7. The settlement of a complaint shall in no way affect the Buyer's right to claim damages, contractual penalties, etc. The Seller acknowledges that defects in the goods cause down-time of production on the part of the Buyer and other losses, the nature of which is identical to non-delivery of the goods.

8. In case defects are detected, the Buyer shall be entitled not to pay the purchase price in whole until full settlement of the complaint.

9. For the case of default in due settlement of the complaint, the Seller shall be obliged to pay to the Buyer a contractual penalty of 0.2% of the purchase price of the goods or services under complaint including relevant VAT for each commenced day of default, while the payment of said contractual penalty shall in no way affect the Buyer's right to claim damages nor the Buyer's right to other legitimate claims or claims implied by the contract or these GTC.

VI. Other Stipulations

1. The Seller shall not be entitled to assign its accounts receivable from the Buyer to any third parties, to impawn them or otherwise encumber or alienate them, without previous written approval of the Buyer.

2. The title to the supplied goods shall pass to the Buyer in the instant of acceptance of the goods by the Buyer, while any other arrangement to change this instant of acquisition of the title is not possible.

3. In case of liabilities in foreign currencies, the Buyer shall be entitled to utilise the "fixed rate provision" for the payment of supplies, where the decisive rate is the rate of the Czech National Bank in relation to the currency of payment as of the date of occurrence of the contract of sale. The secured currency shall be CZK, and in case of non-existence of free currency convertibility, the securing currencies shall be EUR, USD, JPY, CHF, respectively.

4. In accordance with the provisions of § 7 of Act No. 480/2004 Coll., as amended, the Seller hereby grants to the Buyer approval to sending the Buyer's business notifications to the Seller's electronic address. The Seller is fully aware that this approval can be cancelled any time in the future, for the reception of a single notification as well as for the reception of the Buyer's business notifications in general.

VII. Resolution of Disputes

1. Unless specified otherwise in a written contract with a contractor having its place of residence abroad, the law governing legal relations of the contractual relation originating under these GTC shall be the law of the Czech Republic, in particular, Act No. 513/1991 Coll., in wording valid at the time of occurrence of the contract. The United Nations Convention on Contracts for the International Sale of Goods shall not be used for obligations of the Contracting Parties.

2. Unless specified otherwise in a written contract with a contractor having its place of residence abroad, the disputes under the contractual relation originating under these GTC shall be covered by the contractual presumption that the competent court for said disputes shall be a court within the Czech Republic, while its jurisdiction shall be determined according to the Buyer's residence.

3. In case the contract is concluded with a contractor having its place of residence in the Czech Republic, the Contracting Parties agreed that unless the respective legal regulations specify exclusive jurisdiction of a court, the competent court for resolving disputes between the Parties shall be a court having jurisdiction according to the Buyer's residence.

VIII. Final Dispositions

1. Eventual invalidity of any stipulation of these GTC, whether caused by conflict with legal regulations or by consequent amendment of legal regulations or by error in writing or counting or by any other reason, shall not constitute invalidity of all stipulations of these GTC, but only invalidity of the affected stipulation of these GTC. For the case of invalidity of any stipulation of these GTC, the Buyer and the Seller undertake to replace the affected stipulation by a new stipulation, corresponding as closely as possible to the content and purpose of the invalid stipulation.

2. Arrangements of the contract of sale shall take precedence over the stipulations of these GTC. Matters not regulated by the contract of sale or these GTC shall be governed by respective provisions of Act No. 513/1991 Coll. (Commercial Code), as amended.