

General Business Terms and Conditions of B R U K O V , spol. s r.o.

1. INTRODUCTORY PROVISIONS

1. 1. These General Terms and Conditions (hereinafter referred to as "**the Terms**") of **B R U K O V , spol. s r.o.** , with its registered office at Cukrovarská 168, 50303 Smiřice, identification number: 49285891, entered in the Commercial Register maintained by the Regional Office in Hradec Králové, section C, insert 4351 (hereinafter referred to as "**the Seller**") are regulated in accordance with the provisions of section 1751 paragraph 1 of Act No. 89/2012 Sb., the Civil Code (hereinafter referred to as "**the Civil Code**") mutual rights and obligations of the contracting parties arising in connection with the realization of supplies and services between the seller and another natural or legal person (hereinafter referred to as "the Buyer")

1. 2. Provisions that deviate from the Terms may be agreed upon in the Purchase Agreement. Deviating provisions of the Purchase Agreement shall have priority over the provisions of the Terms.

1. 3. The Seller may change or add to the wording of the Terms. This provision is without prejudice to any rights and obligations existing during the effective term of the previous version of the Terms.

1. 4. The Terms are an integral part of the contract concluded between the contracting parties (hereinafter referred to as the "Purchase Agreement"). The use of general or other terms and conditions of the customer is excluded. The Purchase Agreement also includes written mutually accepted legal negotiations (specification of goods, delivery terms, etc.) in the form of written or electronic communication between the parties.

2. I. CREATION OF THE PURCHASE AGREEMENT

2. 1. The subject of individual purchase contracts or orders are products or services sold by B R U K O V , spol. s r.o., specified in price offers or contracts.

2. 2. All presentations of goods on the e-shop's website www.brukov.cz are informative in nature, and therefore the Seller is not required to enter into a purchase agreement regarding such goods.

2. 3. Orders of the Buyer made on the basis of price quotes of B R U K O V , spol. s r.o. shall be deemed to be a proposal for the conclusion of the Purchase Agreement, which the Company accepts (if it decides to accept such proposal) by written confirmation.

2. 4. The Buyer is obliged to place the order in writing by letter or email and to specify the following in the order:

a) Identification information including the company name or first and last name, registered address / permanent address, company ID No., VAT No., contact information (telephone, fax or email address);

b) The goods ordered based on the price quote, their quantity and purchase price

c) The address of the place of delivery of the goods unless EXW delivery terms are agreed.

d) First name, last name, and signature of the person acting on behalf of the Customer.

2. 5. At the request of the Seller, the Buyer is obliged to supplement/specify his/her order in writing with additional data or to send the necessary supporting documents. If the Buyer fails to do so, the Seller shall be entitled to make the delivery in the standard quality specified in the manufacturer's technical conditions.

2. 6. The Purchase Agreement shall be deemed to be concluded at the moment when the Buyer receives the written confirmation of the written order from the Company.

2. 7. Should the Seller not be able to comply with certain requirements on the order, the Seller shall email to the Buyer a modified order specifying possible options and shall ask for the Buyer's acceptance or opinion.

2.8. The modified order shall be regarded as a new draft purchase agreement. Such purchase agreement will be regarded as concluded when the Buyer accepts the modified order through electronic email.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1. The purchase price of the products is set in the Seller's price list or is agreed individually in price quotes, unless otherwise specified and agreed. The purchase price agreed upon during the bidding process is fixed and cannot be changed without the consent of the parties.

3.2. Prices of B R U K O V, spol. s.r.o. apply as coming "from the company's enterprise" (EXW Smiřice - INCOTERMS 2010) unless otherwise stated in the specific order, the prices do not include the statutory value added tax or any other taxes or fees. The relevant VAT shall be added to the price, as required by valid legal regulations Postage or freight as well as any other similar costs shall be charged separately at the amount agreed between the parties or, in the absence of such agreement, at the usual rate.

3.3. If a product is ordered by the Buyer, the Seller is entitled to require the Buyer to make a deposit or other similar payment in advance, the amount of which is specified in quotations or contracts.

3.4. The Buyer may pay the price for the goods and potential costs related to the delivery of the goods in accordance with the Purchase Agreement to the Seller in the following ways:

a) in cash on receipt of the product (in the case of small spare parts)

b) by bank transfer to the Seller's bank account number

3.5. If the purchase price is not paid before the delivery of the goods, it is payable within the period stated on the accounting tax document - the invoice. The invoice due date is set by B R U K O V, spol. s r.o.

3.6. In the event of a cashless payment, the Buyer shall be required to pay the purchase price for the goods together with specification of the payment variable symbol. In the event of a cashless payment, the Buyer's obligation to pay the purchase price shall be fulfilled upon the posting of the respective amount to the Seller's account.

3.7. If required by normal business practices or stipulations of generally binding regulations, the Seller shall issue the Buyer with the respective tax document (invoice) regarding payments ensuing from the Purchase Agreement. The Seller is a payer of VAT. The tax document - the invoice is sent electronically.

3.8. Non-payment of the purchase price within the stipulated time is considered a material breach of the contractual relationship. B R U K O V, spol. s r.o. in such case, he is entitled to interest on late payment in the amount of 0.05% of the amount due for each day of delay. Furthermore, B R U K O V, spol. s r.o. has the right to suspend further deliveries of goods to the Buyer or to withdraw from further contracts, i.e. orders. If the Buyer defaults on payment of any invoice, the Buyer's entitlement to a discount on the purchase price shall cease unless otherwise agreed by the contracting parties.

3.9. Set-off of any receivables of the customer against the claim of B R U K O V, spol. s r.o. for payment of the price as well as any other monetary performance under the Purchase Agreement without the prior written consent of B R U K O V, spol. s r.o. is excluded

3.10. The Seller as a VAT payer declares that it has fulfilled its obligation set out by the VAT Act, i.e. to notify the numbers of its bank accounts used for economic activities to the Seller's tax administrator, and the Seller undertakes to specify on the tax documents issued based on the Seller's performance exclusively the numbers of accounts that have been notified to the respective tax administrator and published by the tax administrator in a database allowing remote access.

3.11. B R U K O V, spol. s r.o. remains the owner of the goods - products until they are paid in full.

4. TERMS OF DELIVERY

4. 1. The products will be delivered to the Buyer within the time limit in the confirmed order or within a time limit to be agreed between the Seller and the Buyer. The time limits shall be extended proportionately in the event of an obstacle outside the will of B R U K O V, spol. s r.o., such as mobilisation, epidemic, war, uprising or similar events such as strikes and lockouts or other circumstances excluding liability, which shall be understood as an obstacle that occurred independently of the will of B R U K O V, spol. s r.o. and prevents the performance of the obligation.

4.2. Delivery of the goods takes place at the moment when the goods are ready for collection at the plant of B R U K O V, spol. s r.o. (EXW Smřice, Czech Republic - INCOTERMS 2010), or, if agreed between the contracting parties, by taking over the goods by the first carrier. In the case of delivery of goods by dispatch to destination, the place and time of delivery is the time of handover at the place of unloading agreed in the Purchase Agreement.

4.3. If the transport method is contractually agreed upon based on a special request from the Buyer, the Buyer shall bear the risk and any potential additional costs related to such transport method.

4.4. The delivery note on delivery to the Buyer will be made by B R U K O V, spol. s r.o. at least 24 hours prior to shipping by phone or e-mail.

4.5. The Buyer is obliged to take over the ordered products and upon taking over the products to check the quantity, the integrity of the packaging and the visual technical condition of the product properly and with due professional care. The Buyer shall confirm in writing the receipt of the products - delivery or shipping notice (both with a legible indication of the name, surname and signature of the Buyer's representative who takes over the products and with the date and stamp of the Buyer). If the Buyer discovers that the delivery is incomplete or damaged, the Buyer shall indicate this fact on the delivery note and inform the Seller. The Seller's liability for the goods (risk of damage and loss of the goods) passes fully to the Buyer at the moment of handover of the goods to the Buyer or to the transport service at the place of performance. The Buyer is obliged to accept the ordered products and pay the purchase price, even if the products have minor defects. Partial deliveries shall be acceptable. When taking delivery of the products at the Seller's location, the Buyer only confirms the delivery or handover note.

4.6. In case of non-acceptance of the goods by the Customer, B R U K O V, spol. s r.o. is entitled to store the goods at the Customer's expense. If the Customer does not collect the goods within an additional period of 14 days from the agreed delivery date, B R U K O V, spol. s r.o. is entitled to sell the goods to a third party, with the proviso that the Customer is obliged to pay B R U K O V, spol. s r.o. all the costs associated with this and a contractual penalty of 30% of the purchase price of the goods not taken over, or in the case of goods or work made to measure according to the customer's wishes, a contractual penalty of 100% of the price. The customer-entrepreneur may not prevent acceptance of the goods on the basis of minor defects.

5. GUARANTEE TERMS; LIABILITY FOR DEFECTS

5.1. The warranty for the subject of delivery of the goods is provided within the technical parameters specified in the technical conditions of the manufacturer and in accordance with the relevant standards for a period of 12 to 24 months (depending on the type and type of product). The warranty period begins on the date of delivery of the goods. The warranty shall be void if the goods are damaged due to non-observance of the operating instructions, damage caused by third parties or natural elements. The warranty is void if the equipment has been subject to accidental damage (except for damage caused by a proven defect in the equipment) or if the design has been tampered with outside the manufacturer's workshop.

5.2. In order for the warranty to apply properly, the products must be used in accordance with the relevant procedures and technical documentation supplied with the products (or the information on the information label on the product). The Seller shall also not be liable for defects resulting from incorrect or inaccurate specification of the ordered products by the Buyer (including inaccurate or missing information on the use of the products by the Buyer).

5.3. Legitimate claims for defects in the products shall be asserted by the Buyer against the Seller. Claims for defects in the products must be made within the warranty period without undue delay, otherwise the any claims shall lapse.

6. CLAIMS RESOLUTION TERMS

6.1. Claims must be made in writing and must include a precise specification of the product and the defect. The Seller shall decide on the resolution of the claim within 5 working days after the inspection of the claimed product. This period does not include the period necessary for expert assessment of the defect. The claim will be settled within 30 days of the decision to settle the complaint. In the event that the claim is accepted as justified, the Seller has the right to claim compensation from the buyer up to the amount of the costs incurred to remove the claimed defect. The existence of even legitimate grounds for complaint does not relieve the Buyer of the obligation to comply with all his obligations, including payment obligations.

7. PROTECTION OF PERSONAL DATA

7.1. The Buyer agrees with processing their following personal data: name and surname, residential address, identification number, tax identification number, electronic mail address, and telephone number (all hereinafter jointly referred to as the "personal data").

7.2. The Buyer hereby bears in mind that they are required to state personal data accurately and truthfully and is required without undue delay to inform the Seller of any changes in personal data.

7.3. Personal data shall be processed for an indefinite period of time.

8. COPYRIGHT

8.1. B R U K O V, spol. s r.o. reserves the copyright to all plans, drawings, technical specifications, manuals, price lists and other documents related to the delivery of goods (hereinafter also referred to as "documents") to an unlimited extent. These documents may only be provided to a third party with the prior written consent of B R U K O V, spol. s r.o.

9. WITHDRAWAL FROM THE AGREEMENT

9.1. For more information, please see the Purchase Agreement (order), which each buyer shall properly study and sign before the actual production of the product.

10. FINAL PROVISIONS

10.1. If the relationship established by the Purchase Agreement contains an international (foreign) element, then the parties agree that the relationship is governed by the Czech law. The aforementioned does not affect the consumer's rights resulting from the generally binding legal regulations.

10.2. Any disputes between the Seller and the Buyer shall be resolved by mutual agreement. In the event that the parties fail to agree, disputed issues will be resolved in accordance with the Commercial Code. If no such agreement is reached, the dispute will be submitted to the Arbitration Court of the Czech Chamber of Commerce. Arbitration (including the appointment of arbitrators) will be governed by the Rules.

10.3. As for out-of-court settlement of consumer disputes under the Purchase Agreement, the competent authority shall be the Czech Trade Inspection Authority located at Štěpánská 567/15, 120 00 Prague 2, ID Number 00020869, [COI.CZ](https://www.coi.cz).

10.4. These Terms apply to all deliveries of goods and materials by B R U K O V, spol. s r.o.

10.5. These Terms are valid as of 1/1/2022.