

GENERAL DELIVERY, PAYMENT AND GUARANTEE TERMS AND CONDITIONS

APPENDIX TO THE REMAK A.S. CONTRACTS OF SALE AND BILL OF DELIVERY

1. DELIVERY CONDITIONS

- 1.1 The Seller shall supply goods to the Buyer within the date of delivery and under conditions agreed in the Sales Contract.
- 1.2 If the Buyer is delayed in their commitments under the Sales Contract conditions, e.g., delayed advance payment, the agreed delivery date shall be extended by the Buyer's delay.
- 1.3 If the Buyer is delayed in the payment of the purchase price for previous supplies, the Seller is entitled to interrupt execution of the supply (including adjournment of the production and/or shipment) until full payment of the purchase price (including accessories) for previous supplies is made.
- 1.4 The place of delivery is always the Seller's registered place. The delivery is accomplished when the Buyer is enabled to handle goods in this place (on the date announced by the Seller to the Buyer by means of electronic mail - e-mail) or when it is handed over to the first forwarder for shipping to the Buyer.
- 1.5 The transport of goods shall be arranged and paid for by the Buyer.
- 1.6 If the parties agree in the Sales Contract that transport to the specified destination has to be arranged and/or paid by the Seller, the Seller is entitled to apply following:
 - a) decide on the means of transportation, including the date handover, the way of loading and the way of loading and/or unloading and arrangement of the pallets on the vehicle. In the event of buyer's special requirements for transport and shipment, the Seller is responsible for their fulfillment only if they have been explicitly agreed in the valid Sales contract. Special requirements are understood especially as the following: the way of loading and unloading (including Just in Time deliveries) and/or non-standard dimensions and/or requirements for packaging, e.g., limitation in height/length/weight of the vehicle, truck with a lift-gate, sliding tarpaulin for unloading by crane and/or side-unloading by fork-lift truck, specific requirements for the arrangement of pallets, etc.
 - b) On request, the Seller shall inform the Buyer of the shipment details (tracking number if available) and the contact details of the contracted forwarder.
 - c) The Buyer is obliged to assure the goods are checked, taken over and unloaded at the place of handover stated in the Sales Contract at the agreed time. If the Buyer fails to do so, causing a delay, and if this delay has not been caused by actions or negligence on the Seller's side, the Seller is entitled to charge the Buyer all the costs related to the redelivery, i.e., costs for the transport, storage and handling of goods.
- 1.7 The conditions set out in paragraph 1.6 apply even if the parties agree that the place of delivery will be other than specified in paragraph 1.4
- 1.8 All risks (especially the risks of damage to goods and delay during the transport) are transferred to the Buyer at the moment of delivery (see paragraph 1.4 above), even in the case of the Seller's commitment to hand over the goods to the first carrier for transport to the Buyer, or their commitment to arrange and pay for the transport to the agreed destination, unless the destination has been agreed as the place of delivery. The risk passes to the Buyer even if the Buyer does not take over the goods even though the Seller has allowed him to dispose of the goods. If the seller has ensured the transport of the goods to the agreed destination, without changing the place of delivery according to paragraph 1.4, the Seller will allow the buyer to claim /impose the rights from the transport contract against the carrier.
- 1.9 Upon taking over the shipment from the carrier and in the presence of the driver (the carrier), the Buyer, or a person authorized by the Buyer, shall check it for completeness in accordance with the delivery note and for potential damage during the transport. If any damage or activated tilt or shock indicator is found, the Buyer shall provide for the claim entry into the transport documents and for photo documentation of the damage in the presence of the driver (the carrier). Then without delay, the Buyer shall inform the Seller in writing to agree on further action. The Claim Record signed by the driver (carrier) including photo documentation and their delivery to the Seller within 3 days from the date of handover are conditions for a claim by the Buyer regarding the delivered quantity (pcs) of packages or damage. When the Buyer picks up the goods in person the inspection and claim of completeness and damage must be carried out at the place of delivery. Subsequent claims will not be accepted.
- 1.10 As standard, goods are delivered on non-returnable pallets packed in plastic foil and fixed with straps. Some selected components are packed separately in cardboard boxes or plastic foil, or protected with cardboard. Components on legs are dispatched without using pallets. In case of picking up the goods in person, the goods may not be packed. Packaging is designed to protect the goods during the transport and is not intended for long-term storage of the goods. It has to be removed when the transport is completed.
- 1.11 Inspection/audit of the goods at the seller's premises or warehouse prior to the shipment is not a regular part of the delivery. In case the buyer is interested in the inspection / audit, the parties shall agree on the range and content specifications (number of inspected units, parameters and aspects audited, number of auditors, etc.) and on the basis of this, the seller will offer technical and financial terms in the form of an amendment to the particular sales contract (if the inspection is not already a part of the particular sales contract).

2. PRICE AND PAYMENT CONDITIONS

- 2.1 The purchase price and the due date is stipulated in the Sales Contract and is meant as the fixed price. The purchase price includes packaging of goods, except for the non-returnable pallets which are not included in the purchase price of the goods supply. Non-returnable pallets can be charged to the Buyer. The purchase price also includes loading of the goods onto the means of transport in the Seller's place.
- 2.2 The Buyer performs the payment according to the invoice (or proforma invoice in case of advance payment) issued by the Buyer.
- 2.3 Payment is considered to be completed at the moment when the Seller's account is credited with the particular financial amount.
- 2.4 Should the purchase price not be paid in time, the Seller shall be entitled to charge the Buyer the interest in the amount of 0.05 % of the outstanding payment for each day of delay from the due date until the day of the full payment.

3. VALIDITY OF THE CONTRACT

- 3.1 The Seller is bound by their proposal of the Sales Contract or by Order confirmation (if different from the Buyer's order) for 7 days from the day of its posting unless stated otherwise in the offer, Order confirmation or the Sales Contract proposal.
- 3.2 The Contract is concluded by the date of its signature, or by the day on which the Seller receives the Sales Contract signed by the Buyer or by Order confirmation issued by the Seller, or by the day of the Buyer's writing acceptance of order confirmation issued by the Seller (if different from the Buyer's order).
- 3.3 If the Seller receives the Buyer's acceptance of the Contract proposal after the date for which the Seller, the Contract is concluded only if the Seller accepts in writing the Buyer's delayed acceptance of the Contract proposal.
- 3.4 If the Buyer makes any changes or amendments to the Seller's proposal of the Sales Contract, it is to be considered as a new Contract proposal and conclusion of such new Sales Contract proposal is subject to the Seller's confirmation. Any amendments or changes to the Sales Contract are valid only if made in writing and signed by all authorized persons. Should the Buyer request any change to the Sales Contract (only on the goods, quantity or delivery date) after its conclusion the Seller will endeavor to comply and/or propose conditions attached to it (price, date, etc.) in the form of the Sales contract amendment. Approval of this amendment proposal by the Buyer in writing is the condition for its conclusion. The Seller has also the right to stop work on fulfilling their obligations from the Sales contract until the time the amendment conclusion or rejection is resolved as well as to extend the originally agreed delivery time, corresponding to the interruption of the works and/or the circumstances that caused this interruption. The reason is to minimize damage in case of withdrawal from the sales contract.

3.5 Electronic communication between the Seller and Buyer is considered to be binding even without the officially registered electronic signature.

4. WITHDRAWAL FROM THE CONTRACT

- 4.1 Sales Contract can be terminated by the withdrawal of one of the parties. The right of withdrawal can arise based on conditions stipulated below, the specific provisions of the Sales Contract or decisive law.
- 4.2 The Sales Contract is terminated by the confirmed delivery of a valid notice of withdrawal from the Contract.
- 4.3 The seller is entitled to withdraw from the Sales Contract if insolvency proceedings are initiated against the Buyer or if the Buyer decides to enter into the company liquidation process.
- 4.4 Failing to keep the delivery date stated in the Sales Contract is considered as a minor breach of the Sales Contract and shall not constitute the right to withdraw from the Contract.
- 4.5 The seller is also entitled to withdraw from the Sales Contract if the Buyer fails to receive the goods by the alternative date stated by the Seller. In such case, the Buyer shall be obliged to pay the Seller a contractual fine in the amount of the purchase price of the unreceived goods without VAT increased by the costs for handling and storage, which will be specified by the Seller.

5. GUARANTEE AND CLAIM TERMS AND CONDITIONS

The Guarantee and Claim Terms and Conditions are specified in a separate document called "Remak Guarantee and Claim Terms and Conditions" available at www.remak.eu

6. TECHNICAL DOCUMENTS

Documents from various versions of the offer such as patterns, pictures, drawings, dimensional and weight data, handed over by the Seller before conclusion of the Sales Contract are valid only if they are in Sales Contract explicitly marked as binding. The Seller reserves the proprietary right and copyrights to any and all of the technical, design, service, installation, pricing and promotional materials, as well as the related testing and measuring protocols. These documents can be only copied and/or published upon the Seller's written consent. Production drawings, aerodynamic, thermodynamic and technical calculations are submitted only upon mutual agreement. The Seller reserves the right not to sell directly to end users. Therefore, the Seller does not automatically provide Installation Instructions in printed form for each supply. All the updated Installation Instructions are available at www.remak.eu. The seller does not provide the Declaration of Conformity in printed form, except the legal requirements for supply of ATEX product. The Declarations of Conformity are available at www.remak.eu.

7. PROHIBITION OF RE-EXPORT

Without the prior express consent of the seller the Buyer is not entitled to re-export and/or re-sell the goods purchased under the Sales Contract outside the country in which they have the registered place or outside the territory defined in particular distribution agreement, not even through the agency of third parties. If this agreement is breached the Buyer shall be obliged to compensate the Seller for any damages caused, i.e., among others the payments the Seller had to pay to their foreign partners for breaching their exclusivity in the given territory.

8. OWNERSHIP OF THE GOODS

The Buyer acquires ownership of the goods upon full payment of the agreed purchase price. If the Buyer has any financial commitments to the Seller resulting from previous Sales contracts, the transfer of the goods ownership according to current Sales Contract is conditioned by the payment of all previous financial commitments.

9. LIABILITY FOR DAMAGES

The Seller is liable for damages only to the extent agreed in the particular Sales Contract. This also applies to any damage resulting from the late delivery of the goods to the destination or place of delivery and/or by the failure to meet the agreed special transport requirements according to paragraph 1.6 a).

10. FORCE MAJEURE

In the event of force majeure, the Seller is entitled to unilaterally withdraw from the Sales Contract, unless replacement supply is agreed by the amendment to the Sales Contract which shall be similar regarding the delivery time and technical solution to the concluded Sales Contract. Force majeure is understood as events such as fires, natural disasters, wars, strikes, government actions and other events that occur after the Sales Contract had been concluded which the Seller or Seller's suppliers cannot prevent. The Seller shall be obliged to immediately inform the Buyer of such an event.

11. ARBITRATION CLAUSE

All disputes arising from the Sales Contracts and/or in connection with them, if not settled by amicable agreement between the Parties, shall be finally settled at the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court. Czech law is decisive.

12. GENERAL PROVISIONS

These General Delivery, Payment and Guarantee Terms and Conditions are an integral part of each Sales Contract concluded by Remak a.s. as the Seller even if the Sales Contract Sale was concluded by confirmation of the Buyer's order. Deviating arrangements in the particular Sales Contract or individually agreed General Delivery, Payment and Guarantee Terms and Conditions precede this wording of the General Delivery, Payment and Guarantee Terms and Conditions. By concluding a Sales Contract, any previous agreements related to its content lose legal force. Any purchase terms and conditions of the Buyer that differ from these General Delivery, Payment and Guarantee Terms and Conditions are not binding for the Seller even if not explicitly rejected by the Seller. Any rights or obligations resulting from the Sales Contract and these General Delivery, Payment and Guarantee Terms and Conditions can be only transferred to a third party by the Buyer upon the written agreement of the Seller. The Seller reserves the right to change these General Delivery, Payment and Guarantee Terms and Conditions. Any change to these General Delivery, Payment and Guarantee Terms and conditions shall only be valid for new Sales Contracts concluded after the date when the change comes into effect.

13. FINAL PROVISIONS

These General Delivery, Payment and Guarantee Terms and Conditions are valid from 1.3.2018. Any matters which are not explicitly regulated by the Sales Contract or these General Delivery, Payment and Guarantee Terms and Conditions shall be handled in accordance with the Civil Code of the Czech Republic in its valid version, in case of the export then the UN Convention on Contracts for the International Sale of Goods.

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