

## **General terms and conditions**

Terms & conditions describe a normal commercial activity between the buyer and seller. Specific conditions are listed in the contract or purchase order confirmation by Seller and shall prevail over provisions in the General Terms and Conditions.

### **Goods**

Specification of goods is agreed in the purchase agreement and its annex or in buyer's order confirmed by the seller. The exact specification of the goods containing the technical data is listed in the product catalog, which is available on company web pages. Seller shall provide Buyer written specifications and relevant evidence of equipment certification upon request..

### **Purchase price**

Prices of goods are included in the price list published on the website of the seller. The prices are EXW Prague. The price does not include VAT. Prices are in EUR and converted in CZK according to the exchange rate. If the current exchange rate of CZK / EUR is different from that of 5% or more, the purchase price is based on the new conversion rate as applicable at the time of quotation or contract. In case of differences is always valid price in EUR. Prices listed in pricelist include the cost of repairs during the warranty period as provided by legislative acts if the technical conditions provide otherwise.

The seller provides the buyer a discount on goods, which reflects the amount of collected goods (volume discount). Discount is given to the purchaser by mutual agreement with the seller and its specification is part of the mutual agreement in writing. The maximum possible amount of discounts provided by the seller is 40%.

## **Costs associated with the sale**

Costs associated with insurance and transport respectively other agreed services secured by the seller are not included in the purchase price of the goods. These costs are paid by the buyer as defined in the purchase agreement as well as VAT and any other taxes and fees.

## **Purchase order**

Purchase orders can be made either via email at [vizit@vizit.eu](mailto:vizit@vizit.eu) or by fax +420 266311998, or in person at the company.

The buyer is obliged to state in purchase order:

1. Company name and ID
2. Name of contact person and contact details
3. Delivery address
4. Billing Information
5. List of goods including colour and language version.
6. Required delivery date

The Buyer shall attach a copy of Trade Licence and a copy of the certificate of incorporation at first order. The buyer must bring tax ID if is the VAT payer.

## **Purchase order confirmation**

Buyer confirms the order to the Seller within 2 working days and gives the date of shipment delivery which should be within one week. If the seller does not have the goods on stock, the buyer will offer realizable delivery date. Buyer either accepts this term to 2 working days or not. If buyer accepts the term it is binding for the Seller. If the buyer rejects the term the purchase order is considered canceled. In the case of personal taking the buyer is required to pick up the goods not later than 5 working days after the agreed delivery date. If the buyer is not collected the goods in that period and the goods are not paid yet the seller is authorized to release the goods for resale.

The seller may deliver goods from one order in one or more shipments on the agreed date.

## **Order cancellation**

In case of order cancellation by the buyer the seller is entitled to reimbursement of expenses already incurred in connection with the canceled order.

## **Delivery conditions**

Ways of receiving ordered goods:

- a. Collection of goods directly and personally or through an authorized third party (eg, carrier) at Seller's premises
- b. Mail order via cash on delivery service or Profi balík (Profi package) service.
- c. delivery at buyer's preferred location upon agreement with the seller

Costs associated with delivery of goods are paid by the buyer.

Buyer Seller shall simultaneously deliver the goods with delivery note and invoice

in case of personal pick up the risk of damage to the goods passes to the buyer in the time of receipt of the goods from the seller and confirmation of delivery, upon delivery of goods by mail or other carrier at the time when the goods are delivered to the carrier for transport. In this case the client is obliged to check the package whether the goods are delivered properly and in flagrant breach of the carrier to write a complaint report to the forwarder.

## **Ownership of goods**

Ownership of the goods passes to the buyer by paying the full purchase price.

## **Payment terms**

Payment terms are specified in the purchase contract or confirmed order. Buyer is not entitled to offset any invoiced amount against any amount that the seller has or will have to pay to the buyer or its affiliates.

## **Products hire:**

For product demonstrations to the client (another customer) the seller may arrange hire of goods at the appropriate trade agency.

Hire conditions:

- Rental of goods is only possible after signing "contract of the hire", which specifies the conditions of rent
- Standard length of rental goods is 14 days. The deadline can be in agreement with the seller extended at the maximum period of 1 month.
- Goods must be returned intact (including packaging and accessories) into the end of the lending period, the rent will not be charged.
- If the customer violates the terms and conditions of the "Contract of the hire", the goods will be charged at full price as at the time valid price list (for the price it is unable to apply any discount) and the goods will not be accepted back.

## **WEEE**

Prices does not include the cost of recycling goods in accordance with directive of the European Parliament and Council 2002/96/EC on waste electrical and electronic equipment (WEEE) and the costs can be attributed to purchase price. In the event that these costs are not explicitly mentioned in the contract or purchase order confirmation the buyer is responsible for organizing and financing of WEEE disposal

## **Force majeure**

Seller is not responsible for any delay in delivery caused by force majeure, which, inter alia, include the inability or refusal of third party vendor to provide goods, parts, service manuals and other information necessary for the delivery of goods or any action by any state body which restricts the ability of the seller to perform subject of the contract or purchase order. As the force majeure is understood fire, earthquake, flood, adverse weather conditions, quarantine, epidemics, labor strikes or lockouts, riot, public violence, armed conflict or terrorist acts (or imminent threat), or other causes beyond the reasonable control of Seller. In case of delay in delivery or performance, which is due to force majeure or by the buyer, the delivery time extends the period during which the seller was really late, or on a mutually agreeable time.

## **Common provisions**

In cases not treated with the contract of sale, order confirmation and these General Terms and Conditions, the relevant provisions of the Commercial Code are applicable.

The governing law is a Czech law, exclusive jurisdiction to decide any dispute concerning these terms has Czech courts.

Precondition for the proper and timely fulfillment of contractual obligations to the seller is proper and timely completion of the contractual obligations of the buyer.

Warranty & Returns Conditions are listed in a separate document.

These terms and conditions are valid since: 1.1.2011