

GENERAL BUSINESS TERMS AND CONDITIONS ATROLAT spol. s.r.o.

1. Subject of general terms and conditions

1.1. These general terms and conditions (hereinafter GTC) are an integral part of purchase contracts concluded between by the seller-ATROLAT spol. s r.o., Školní 169, Lyžbice 739 61 Třinec, VAT number: CZ25376942, Registered in the Commercial Register kept at the Regional Commercial Court in Ostrava in section C, file 16405 and by the buyer, which can be a natural or legal person who purchases the seller's products or services.

1.2. GTC form an integral part of the invoice-tax document. However, these GTC are not attached to the invoice-tax document, but the buyer is informed of the GTC when the order is confirmed by the seller and agrees to them. In the event that the buyer does not agree to the General Terms and Conditions immediately-but within 10 days at the latest, he informs the seller in writing about, that they don't agree with the General Terms and Conditions.

1.3. The General Terms and Conditions take precedence over other terms and conditions, especially any terms and conditions the buyer.

1.4. If the seller and buyer agree on other conditions, their mutual agreement is superior to the General Terms and Conditions the seller. A mutual agreement becomes valid only if it can be documented in writing and is confirmed by the signatures of authorized persons who are qualified to act on behalf of the seller and the buyer.

1.5. The purchase contract concluded between the seller and the buyer is concluded according to the relevant provisions Commercial Code. The purchase contract is also concluded on the basis of a confirmed order by the seller, which, however must contain the description of the subject of performance, the time and place of performance, the price per unit, or the way the price stipulates (taking into account § 448 OZ) including surcharges for rush production or special requirements.

The buyer's order is considered valid if it contains the exact identification of the buyer (business name, identification number, address, name of the person authorized to act on behalf of the buyer), type of ordered item goods, goods code, quantity, method and date of delivery and signature of the authorized person.

2. Buyer registration with ATROLAT spol. s.r.o.

2.1. The buyer who applied to ATROLAT spol. s.r.o. the first order after becoming familiar with these General Terms and Conditions shall be submitted by registration: Extract from the commercial register of the relevant court, Trade certificate (Concession certificate), Certificate of VAT payer registration.

3. Subject and time of performance, accompanying documents of the goods

3.1. The seller is obliged to deliver the goods to the buyer in the quantity, quality and time as agreed in the purchase contract. Unless otherwise stipulated in the contract, the seller is obliged to hand over to the buyer the documents necessary for acceptance and purchase goods at the time of payment of the purchase price.

3.2. The delivery time will always be confirmed in writing by the seller - (by mail, fax, e-mail) and the buyer will be informed about the delivery date. In case of delivery of a larger nature or non-standard of the product, where production is preceded by development, individual adjustment or change in design or functioning, is the delivery period agreed in the Purchase Agreement individually.

3.3. If there is a change in the delivery date of the goods on the already sent order confirmation, this will be the case the buyer informed where he will receive the new delivery date of the goods in writing (by post, fax, e-mail) and the seller is not responsible for any delay in delivery by the buyer and the buyer in any case will not require additional costs for delays for any reason.

4. Prices and payment terms

4.1. The default price is the price according to the current price list of ATROLAT spol. s.r.o. possibly, if it is about order based on a valid price offer, the price is governed by the price specified in the price offer.

4.2. For piece or individual production, prices are determined by individual calculation. The basic maturity is 21 days. With the buyer, where it is the beginning of cooperation or irregular deliveries, or where it is a repeated delay in the payment of invoices, payment in cash or in advance is required.

4.3. If the buyer does not pay the pro forma invoice of the seller within the agreed payment period in advance, the seller is not in default with the delivery of the goods and the buyer is not entitled to demand the delivery of the ordered goods by the seller. The delivery of the goods is extended by the buyer's delay in paying the invoice within the agreed delivery period.

4.4. Supplements to the base price:

Short-term delivery request: +10% of the sales price without VAT.

4.5. Unless otherwise agreed in the purchase contract, the standard shipping fee of 1 package is charged, postage and packaging in the form of a handling fee according to the carrier's valid terms and conditions. For express the price of shipments is determined individually depending on the price and weight of the goods. The price for express service will be agreed in advance and will be agreed upon by both the seller and the buyer.

4.6. The buyer is obliged to pay the purchase price for the goods on time, i.e. usually within 21 days from the issuance of the invoice. Payment for invoice. The goods are not bound to other business or installation processes of the buyer. If they do not agree with ATROLAT spol. s.r.o. within advance of the individual payment conditions, the buyer is obliged to respect the deadline for payment set at invoice.

5. Quality of products

5.1. The seller undertakes to deliver the goods to the buyer in the quality agreed or declared in the technical specifications conditions (technical conditions mean properties or parameters

that the seller declares for the goods in its prospectuses, catalogs and other documents that it has provided to the buyer or that it provides to others customers) or technical standards relating to the delivered goods.

5.2. The company ATROLAT, spol. s.r.o. is governed as an importer of products by Act 22/1997 Coll. as amended later amendments (102/2000 Coll.), further NV No. 168/1997 (directive 73/23/EEC as amended by 93/68/EEC), NV 169/1997 Coll. (directive 89/336/EEC as amended by 91/263/EEC) and NV 170/1997 Coll. (Directive 98/37/EEC). All The supplier's products, subject to the requirements of the above-mentioned standards, are marked with the CE mark, which is on fully accepted in the European union on the basis of the PECA protocol from 2.7.2001 and guarantees compliance with the declared technical parameters. It follows from the above that the company ATROLAT, spol. s r. o. as an importer of marked products CE, no longer issues a declaration of conformity

6. Warranty and complaint conditions

6.1. Unless otherwise specified, the standard warranty period is 12 months from the physical or legal purchase of the goods.

6.2. Each product comes with a delivery note.

6.3. If a product delivered by ATROLAT, spol. s.r.o. claimable defect, the buyer can claim complaint by sending the defective product to the address of the company: ATROLAT, spol. s r. o., Školní 169, Lyžbice, 739 61 Třinec.

6.4. Notification of defects must include: buyer's name, address, telephone, e-mail (if available), number tax document, delivery note, a detailed description of the defect and a description of how the defect occurred.

6.5. The buyer is obliged to pack the goods in packaging (preferably original) that meets the requirements transport, and to avoid further damage to the goods during delivery. The buyer acknowledges that in the event. the claim may not be accepted for insufficiently protected goods during transport.

6.6. Defects on the goods sent back to the seller, the seller will solve it immediately and the buyer will about solving the defect inform. Depending on the type of defects and the nature of the goods, in accordance with the legal regulations in force in the Czech Republic, is will justified complaint resolved by exchange of goods or return of the paid purchase price or repair carried out.

The seller does not assume responsibility for damages resulting from the operation of the products, functional properties and damages from improper use of the product, as well as damage caused by external events and incorrect handling.

6.7. In case of delivery of repaired goods via transporter, the buyer is obliged to check whether the goods do not show defects caused by transport. If so, the buyer is obliged not to accept

the goods and to write s damage report by the carrier. The buyer is obliged to report any damage to the goods during transport without delay also inform the seller.

7. Place of performance, delivery of goods, acquisition of ownership

7.1. The place of performance is ATROLAT spol. s r.o., unless otherwise stipulated in the Purchase Agreement. The danger of transition damage to the goods (OZ § 368 paragraph 2) passes to the buyer at the moment when the seller allows the buyer to load the goods. In the event that a different method of transport is agreed upon in the Purchase Agreement, this risk passes to the moment of handing over the goods to the first public carrier. Ownership is transferred to the buyer until complete payment of the purchase price.

8. Use of trade names and trademarks

8.1. Further sale of goods marked with the trade names of the seller and the manufacturer of the goods and any trademarks by the marks of the seller and the manufacturer of the goods that were delivered by the seller is possible provided that the indicated designations have not been changed or modification. To the above trade names and trademarks the buyer can add his own marking to the stamps, but in such a way as not to damage, devalue or cause another damage to the above-mentioned trade names or trademarks.

8.2. The buyer undertakes not to use in advertising, advertising or anywhere else a sign, symbol, abbreviation or imitation of the trade name or trademark of the purchased goods.

8.3. Use of the trade names of the seller and the manufacturer of the goods and the trademarks of the seller and the manufacturer of the goods by the buyer in violation of this contract or for purposes other than this contract expressly allows without written notice consent of the seller is not allowed. Similarly, the buyer will not use an imitation of those listed here trade names and trademarks. Violation establishes the right of the seller to pay a contractual penalty until of the buyer in the amount of EUR 500,000 (in words: five hundred thousand Euros) for each individual case of such unauthorized use.

9. Validity of GTC and Purchase Agreement

9.1. Acceptors of the General Terms and Conditions and participants in the purchase contract are bound by their contractual expressions. In case I buy withdraws from the concluded purchase contract or confirmed order according to Article I. General Terms and Conditions, is obliged to pay these to the seller severance pay in the amount of the costs incurred for developing the order and a contractual penalty in the amount of 20% agreed from purchase prices.

10. Payment of delivered goods

10.1. If the purchase price will be settled based on payment of the invoice, the purchase price is valid on the due date invoicing established. The invoice must contain: invoice number, date of issue, maturity date, name of the money order institute and account number of ATROLAT spol. s.r.o., the business name of both the buyer and the seller and their IČO and VAT number and all legal price information. Unless otherwise agreed, the invoice is due 21 days from the date of issue of the invoice. The invoice is issued by the seller at the time of delivery of the goods according to Article III. GTC

10.2. The buyer is in arrears with the payment of the purchase price, if it has not been fully invoiced on the due date of the invoice the amount credited to the seller's account. In this case, the seller is entitled to demand from the sale in the maximum amount permissible penalty according to the Commercial Code, unless otherwise stipulated in the purchase contract. Right to damages paid interest are not affected.

11. Transfer of the risk of damage to the goods

11.1. Buyer is obliged to inspect the delivered goods without undue delay within 5 days and apply complain.

11.2. If he does not inspect the goods immediately or arrange for them to be inspected, he cannot apply damage that occurred as a result of the use of the goods, which had defects detectable during the above-mentioned inspection. Even if a defect is detected during the inspection of the goods by the buyer, the buyer is obliged to pay the purchase price.

11.3. In the case of hidden defects that cannot be detected by routine inspection within 5 days, complain will be justified recognized only after expert assessment by the seller or manufacturer. If the seller and the buyer mutually agree, the seller can provide the buyer with an immediate replacement of the defective goods and initiate a complaint management, expert assessment of the defect.

11.4. In the case of a justified complaint, an exchange will be made, if this has not already happened or the application of a credit note.

11.5. In the event of a justified complaint, the seller is solely and exclusively responsible for the resulting damages amount of goods sold. In no case shall the seller be liable for any damage caused to another device or products that were not delivered by the seller. The seller also does not carry liability for damages caused to third parties. The seller will only send goods or products new based on the possibility of delivery of goods or products from the manufacturer. The date of delivery of the replacement performance will be specified by the seller to the buyer in writing

12. Warranty period

12.1. By signing the purchase contract, the seller undertakes that the goods will be suitable for the duration of the warranty the contracted, otherwise customary purpose, or will retain the contracted, otherwise customary properties. The warranty period begins run from the day of receipt of the goods from ATROLAT spol. s.r.o. The buyer is obliged to any defects for which the warranty on quality applies, notify the seller within the time limit set by the Commercial Code. Responsibility for defects, as well as claims from product defects are governed by the relevant provisions of the Commercial Code. All warranty and claims the conditions are governed by the valid complaint conditions, viz. point 6 of the General Terms and Conditions.

13. Final Provisions

13.1. The buyer is obliged to inform the seller about the intention to export the purchased goods and to respect them territorial export restrictions set by the seller.

13.2. Force majeure clause. In case of flood, fire, labor conflicts (strikes), riots and official measures that cause a delay in the delivery or non-delivery of the goods, the seller is not obliged to make any compensation and that even if a contractual penalty is stipulated in the purchase contract for late deliveries or non-delivery of goods.

13.3. All disputes between the buyer and the seller in connection with the performance of the purchase contract concluded in accordance with these General Terms and Conditions, will be resolved by the locally competent court and in accordance with the valid legal regulations of the Czech Republic.

13.4. These General Terms and Conditions and the complaints procedure, which is an integral part, enter into force on January 1, 2007.

13.5. The company ATROLAT spol. s.r.o. reserves the right to change the GTC without prior notice.

13.6. The General Terms and Conditions become effective on the day the buyer signs the purchase contract. With his signature, the buyer confirms his consent to the general terms and conditions and complaints procedure of ATROLAT spol. s.r.o. in accordance with Article I of the General Terms and Conditions. If the GTC are sent with the purchase contract via a e-mail, then in case that the buyer does not reject the text or individual provisions of the General Terms and Conditions in writing by 5 working days, they are deemed to be agreed with.

13.7. GTC, complaint and warranty conditions are available on the Internet at <http://www.atrolat.cz>. On request the seller is obliged to send the GTC to the buyer immediately by fax, e-mail or post.

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