



GENERAL TRADE TERMS AND CONDITIONS

1. Basic provisions

- 1.1. The goods and services supplied by ENVitech Bohemia sro (hereinafter referred to as the supplier) are subject to these conditions, which bind the order or contract. Changes may only be subject to special provisions given in the confirmation of a specific order or in the company's contract.
- 1.2. The order is not recognized by the company, which excludes the possibility of a contract until issues a **written order confirmation**
- 1.3. No order accepted by the company may be canceled by the buyer, except with the written consent of the supplier and provided that the buyer reimburses the supplier for the loss costs and expenses incurred by the supplier as a result of the cancellation of the order.
- 1.4. The buyer is responsible for the accuracy of the order, providing the information required by the supplier to process the order, as well as the accuracy of all information provided in this way.
- 1.5. If the goods are intended for export, the buyer is responsible for meeting all import standards in force in the destination country and for customs duties.
- 1.6. The information contained in catalogs, illustrations and similar materials issued by the supplier is only approximate; and the supplier reserves the right to determine the technical specifications of the goods needed to process the order, further reserves the right to make changes that do not materially affect the quality of performance of the goods.
- 1.7. By placing an order, the buyer agrees to the full text of the General Terms and Conditions, which are available at the website address www.envitech.eu

2. Price and payment terms

- 2.1. The binding price of goods or services is stated in the written order confirmation or in the relevant chapter of the contract between the buyer and the supplier.
- 2.2. If VAT is not quantified in the confirmed order or contract, it is considered that the price is stated without the relevant VAT, which will be added to the invoice.
- 2.3. The company reserves the right to increase the prices set out in the company's order confirmation in the event of an increase in the prices of materials and purchased parts due to a significant change in the koruna's exchange rate due to CNB interventions.



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- 2.4. Unless otherwise stipulated, the supplier requires 100% payment in advance, credited to the supplier's account no later than on the day of the expected dispatch of the goods or the commencement of the service.
- 2.5. Irrevocable letter of credit, bank guarantees or guarantee insurance are also considered to be payment in advance.
- 2.6. Unless stated otherwise in the company's order confirmation or contract, invoices issued by the supplier are payable in the given currency within 14 days from the date of issue of the invoice.

3. Delivery and acceptance of goods or services

- 3.1. The supplier will deliver the goods or services according to the deadlines specified in the written order confirmation, or in a contract.
- 3.2. In any case where delivery is delayed by any action, inaction or delay on the part of the buyer, the supplier is guaranteed an extension of delivery times.
- 3.3. The goods or services are considered delivered after signing the handover protocol or delivery note.

4. Risks and Ownership Relations

- 4.1. The risk of damage or loss of the goods passes by delivery according to point 3.3. on the buyer.
- 4.2. Ownership of the goods does not pass to the buyer, and therefore the supplier remains the owner of the goods until the supplier receives the funds invoiced for the delivered goods; and in the event that the buyer is late in payment, the supplier is entitled to confiscate the goods and for this purpose may also enter the customer's land and, if necessary, dismantle the goods and equipment.

5. Warranty

- 5.1. The company ENVitech Bohemia sro (supplier) provides a warranty for the sold goods on all material defects or internal defects in the operation of the delivered goods. Based on the warranty conditions, the supplier will repair or, at its sole discretion, replace any part of the goods that is the subject of the warranty.
- 5.2. Unless the order confirmed in writing or the contract stipulates otherwise, the application of the guarantee is governed by the **General Warranty Conditions**, which are available on the website address www.envitech.eu



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6. Intellectual Property Rights

- 6.1. Copyright, design and all other rights to the design and manufacture of goods supplied by the supplier are and remain the property of the supplier or its suppliers and none of this becomes the property of the buyer.

7. Non-payment or insolvency of the buyer

- 7.1. In the event of non-payment of invoices for goods or services on the due date, the buyer must inform the supplier of the proposed solution for payment. If this does not happen within 7 days after the due date of the invoices, the supplier will charge the buyer a penalty of 0.05% of the amount due for each day of delay retroactively.
In the event that such a sanction is not specified in the contract or confirmed order, this point of the General Terms and Conditions shall be deemed to apply.
- 7.2. If the buyer does not make any voluntary settlement with his creditors, he becomes the subject of an administrative order, declares bankruptcy or liquidation (in cases other than amalgamation or reconstruction) or if he is burdened with any burden, or if is appointed a trustee in bankruptcy of any property or assets of the buyer, or if the buyer suffers any form of event as a result of the debt, or if the buyer ceases or threatens to cease trading, the supplier may cancel or suspend the contract without liability to the buyer.

8. Final provisions

- 8.1. The contract or confirmed order is not intended to provide benefits to third parties and no third party may make the claims set forth in this contract.
- 8.2. No supplier's waiver regarding a breach of contract or a confirmed order by the buyer shall be interpreted as a waiver of subsequent breach.
- 8.3. The supplier hereby warns the buyer that all contact details of the buyer, including the address, are stored in the supplier's database for quick and error-free processing. The processing of the provided data takes place in accordance with the provisions of the relevant data protection legislation. By concluding the purchase contract, the Buyer grants the supplier's consent to the use of all the buyer's data for the marketing purposes of the supplier, in particular to offer services and products of the supplier, to send information about the supplier's activities, including by electronic means (especially e-mail) within the meaning of Act No. 480/2004 Coll., on certain information society services, for the period until such consent is revoked, and to provide them to other companies in the ENVitech group. The supplier may entrust a third party, as a processor, with the processing of the above-mentioned personal data.



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