

General Terms and Conditions

1. Business conditions validity

1) Deliveries, services and offers related to MANDÍK, a.s., with its registered office in Hostomice, Czech Republic (the "Supplier") take place exclusively based on these terms and conditions. These terms and conditions also apply to future business relationships if their subject matter is goods supply or the provision of workshop services or services by the supplier, even if they have not been expressly agreed again. These conditions are considered to have been accepted at the latest at the time of receipt of the goods or performance. We hereby oppose the customer's counter-confirmation with a warning of his business or purchase conditions.

2) Deviations from these terms and conditions are only effective if the supplier confirms them in writing.

2. Offer and agreement conclusion

3) The supplier's offers are non-binding. A written or electronic confirmation from the supplier is required to declare acceptance and for all orders to be legally effective. The same applies to additions, amendments or subsidiary agreements.

4) Additions, changes or ancillary agreements which, after declaring acceptance or after order confirmation is required by the customer, they are subject both with regard to price change, which consists on the one hand from the change itself and also from a flat processing fee of 2.5% of the agreement price agreed in the order confirmation, and on the other hand also from the change agreed delivery and performance times.

5) The risk of incorrect size or incorrect long-distance transmission of a substantial size is borne by the customer. If the products are made to order in accordance with the customer's dimensions, then the customer is obliged to take them over. Changes are considered a request for further custom production. This does not apply to manufacturing defects that fall within the scope of the supplier's risk.

6) Employees or the contractor's personnel are not authorised to make oral side agreements or issue oral guarantees that exceed the written agreement's content.

3. Prices

7) The prices stated in the supplier's confirmed order without statutory sales tax are decisive. Additional deliveries and services will be charged separately.

8) Unless otherwise agreed, the prices are valid from the plant according to INCOTERMS 2020 Hostomice, Czech Republic, without VAT, packaging, transport and removal.

4. Payment Terms

9) Unless otherwise agreed, the condition for concluding the agreement is a deposit of the total order value amount as defined in the order confirmation.

5. Moment of delivery and service

10) Written form is required for delivery dates that can be arranged in a binding or non-binding manner.

11) The moment of delivery and service can be read from the acceptance declaration and begins with the demonstrable completion of the clarification of technical matters between the customer and the supplier.

12) Delays in deliveries and services that make it significantly

difficult or impossible for the supplier to deliver, the supplier is also not liable in the case of bindingly agreed deadlines, if they are caused by force majeure or due to other events. Complications in the purchase of raw materials as well as strikes, blockages, official regulations, etc., if they also occur with the supplier's subcontractors, must be especially emphasised here.

13) In the event of a delay in deliveries or services whereby the Supplier is not responsible, they are then entitled to postpone the delivery date accordingly and withdraw from the agreement in its entirety or in part with regard to the unfulfilled parts of delivery or performance. The Supplier undertakes to inform the Customer of forthcoming delays in delivery or performance immediately in writing, and in the event of an agreement withdrawal, they shall immediately pay the counterparties already provided for the delayed delivery.

14) If the obstacle lasts longer than three months, the customer is entitled to withdraw from the agreement's unfulfilled part after a reasonable replacement period. If the delivery period is extended or if the supplier is released from their obligation to perform, the customer cannot infer claims for damages.

15) If the supplier is responsible for non-compliance with the bindingly guaranteed deadlines and terms, the customer is entitled to compensation for delay in the amount of 0.5% for each completed week of delay, but in total up to 5% of the invoice value of deliveries or services to which the delay relates. Continued claims are excluded, unless the delay is based at least on the suppliers' or their subcontractors' gross negligence.

16) The Supplier is entitled to partial deliveries, unless the interest of the contractual partner in the partial delivery is obviously excluded.

6. Transfer of risks

17) The risk passes to the customer as soon as the consignment has been handed over to the person carrying out transport or as soon as it has left the supplier's warehouse for dispatch.

18) If Transfer of risks is impossible to dispatch due to the supplier's fault, the risk passes to the customer at the time of reporting the readiness for dispatch.

7. Warranty

19) The supplier guarantees that products are free of material and manufacturing defects. Claims against the supplier arising from the warranty performance will be barred in 24 months in the case of legal transactions with the business entity

20) The indication of certain dimensions, weight, other performance data, data on drawings and pictures relating to the supplier's products is valid as a guaranteed feature only in the case of an explicit written confirmation concerning this data.

21) The customer must check for defects in the goods received immediately after delivery. Obvious missing quantities and defects must be reported to the supplier immediately in writing. Hidden defects must be claimed in the same form in the case of delivery for business entities immediately after their discovery. Defective situation will only be accepted by the supplier if the goods are in the condition in which they were delivered.

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23) If the goods are transported by rail, defects claims will not be accepted without confirmation from the railway authority. In the case of transport by own company trucks or through a transport company, the damage found must be substantiated by the driver's written declaration and, in the case of unloading, by the persons present with the name and address.

24) Claims against the supplier resulting from warranty performance belong only directly to the contractual partner and cannot be assigned.

25) If the delivery is not directed to a business entity, in the event of a replacement delivery failure, the contractual partner reserves the right for a price reduction or, if the construction performance is not liable for defects, also the right to withdraw from the agreement. In all other cases, the customer may request a replacement delivery only if the delivered item is defective and the supplier has acknowledged this fact in writing.

26) If the customer is entitled to repair and if the place of repair is located in a location other than the place of performance, then due to the change of place must pay additional costs incurred by suppliers according to their standard rates, unless the delivered item was not intended to change the place. If the repair fails within a reasonable time, the buyer may optionally demand a price reduction or cancel the agreement.

27) The warranty for the supplier's products is definitively stated above. In legal negotiations with business entities, other claims arising from the warranty are excluded. This does not affect claims arising from damages in the case of a properties guarantee, which the customer must insure against the risk of consequential damages caused by defects.

8. Ownership retention

28) The Supplier reserves the ownership of all delivered items of delivery (goods subject to ownership) until the fulfilment of all receivables arising for any legal reason, including future or contingent receivables arising from current agreements or agreements concluded later. This also applies if specially marked receivables have been paid. If there are indications that justify the presumption of customer insolvency or the threat of insolvency, we are entitled to withdraw from the agreement without setting a deadline and demand the release of goods subject to ownership.

29) The processing and incorporation of goods subject to ownership is carried out for the supplier as a producer within the meaning of the Commercial Code of the Czech Republic, without the requiring them to do so. Processed goods are considered to be reserved goods within the meaning of point 1. If the customer processes, combines and mixes goods subject to ownership with other goods, processed goods are considered to be reserved goods within the meaning of point 1.

If the customer processes, combines and mixes goods subject to ownership with other goods, the supplier has co-ownership of the new thing in the ratio of the goods invoice value subject to ownership to the invoice value of other used goods. If the supplier's ownership expires by merging or mixing, then the customer already transfers the ownership rights that belong to the new goods or things within the goods invoice value subject to ownership and will keep them free of charge for the supplier. The resulting co-ownership rights are considered to be reserved goods within the meaning of point 1.

30) The customer is entitled to sell, process or combine the goods with other things or otherwise only install the goods subject to ownership within the proper commercial operation framework and if they are not in arrears. Any other disposal of goods subject to ownership is inadmissible. Pledges by third parties or other interference with goods subject to ownership must be notified immediately to the supplier. All intervention costs shall be borne by the client, if they cannot be collected by a third party and if a counterclaim has been lawfully filed against the third party. If the customer owes the purchase price to his customer, he must reserve ownership of the reserved goods to him under the same conditions under which the supplier reserved ownership of the reserved goods. However, the customer is not obliged to reserve ownership to its customer for receivables that will only arise in the future. Otherwise, the customer is unauthorised for resale.

31) Customer receivables arising from the resale of goods subject to ownership are already assigned to the supplier. It serves to the same extent to secure goods subject to ownership. The customer is only entitled and authorised to resell if it is ensured that the claims to which they are entitled are transferred to the supplier.

32) If the customer sells the reserved goods for the total price together with other goods not delivered by the supplier, the receivable arising from the sale will be transferred in the amount of the invoice value of the currently sold reserved goods.

33) If the assigned receivable is included in the current invoice, then the customer hereby assigns a part of the balance corresponding to this receivable amount to the supplier, including the final balance from the current account.

34) The customer is authorised to collect the assigned receivable until revoked by the supplier. The supplier is entitled to appeal if the customer does not properly fulfil their payment obligations arising from the business relationship or if circumstances are known that may significantly reduce the customer's creditworthiness. If there are preconditions for exercising the right of appeal, the customer must immediately notify the assigned receivables and their debtor at the supplier's request, state all necessary data for debt collection, issue the relevant documents to the supplier and notify the debtor with regard to the assignment. The supplier is entitled to notify the debtor of the assignment. Otherwise, the customer is not entitled to assign receivables, even due to the supplier's authorisation to collect.

35) If the nominal value (invoiced amount for goods or nominal amount of receivables) exceeds the principal existing in favour of the supplier of the secured receivable by a total of more than 20 percent, the supplier is obliged to release the principal of his choice at the customer's request.

36) If the supplier exercises a reservation of title, this is considered an agreement withdrawal only if the supplier expressly declares this in writing. The customer's right to own the goods subject to ownership lapses if they fail to fulfil their obligations under this or another agreement.

9. Payments

37) Supplier's invoices are due 10 days after the invoice is issued without a discount, unless otherwise agreed.

38) Payment is considered to have been made if the supplier can dispose of the amount. In the case of a cheque payment, it is its payment. Cheque payment takes precedence over the reservation of title. The supplier is not obliged to accept a bill of exchange to pay. If they are accepted, this will only happen due to payment and subject to the possibility of a discount at the supplier's financial institution. The discount is borne by the bill of exchange issuer.

39) In the event of the customer's delay, the supplier is entitled to charge interest from the relevant moment in the amount of the interest rate charged by commercial banks for open overdrafts, plus statutory sales tax. The customer can prove lower expenses.

40) If the supplier is aware of circumstances that would call the customer's creditworthiness into question, especially in the event of non-payment of the cheque or in the event of suspension of payments, the supplier may immediately make the entire remaining debt due. This also applies if the cheque is accepted. In addition, the supplier may require a deposit or principal for deliveries.

41) The customer is entitled to offset, withhold or reduce the price, even if claims for defects or counterclaims are made, only if the counterclaims were established as valid. However, the customer is also entitled to detention in the event of counterclaims arising from the same contractual relationship.

10. Liability limitation

42) Contractual and legal claims arising from damages against the supplier and also against their subcontractors are excluded if they are not based on breach of the user's obligations due to gross negligence or breach of obligation regarding the user's legal representative or subcontractor intentionally or through gross negligence or if the obligation is not based on death, damage to body or health. This also applies to claims arising from damages for non-compliance, but only to the extent that compensation for direct damage or damage caused by defects is required, unless the liability is based on a promise that the customer must insure against the risk of such damages. Any liability is limited to damage that can be expected when concluding the agreement.

11. Return of parts

43) The goods are made individually to order. The customer may return the goods to the supplier only if he receives the supplier's written consent in advance. For returned goods, the supplier may charge an administrative fee between 20% and 40% of the price of the returned goods. The goods are returned by the customer to the supplier's place of production at his own expense.

12. Place of court, place of performance

44) If the customer is a business entity within the meaning of the Commercial Code, a legal person governed by public law or a public fund, the exclusive place of jurisdiction is the City of Prague for all disputes arising directly or indirectly from the contractual relationship.

45) For all rights and obligations, cheques and bills of exchange arising in this connection, the place of performance is the supplier's seat.

13. Applicable laws, partial invalidity

46) The laws of the Czech Republic apply to these terms and conditions and all legal relations between the supplier and the customer.

47) If any provision of these Terms and Conditions or any provision of other agreements will be or become ineffective, it shall not affect the effectiveness of all other provisions or agreements.