

# FLEXNOLOGY s.r.o. GENERAL CONDITIONS OF SALE - TCS

## 1. DEFINITIONS

1. TCS - Terms & Conditions of Sale
2. Seller - company FLEXNOLOGY s.r.o.
3. Purchaser - an individual, legal person or another organizational unit being a business unit, and entering into a sale of goods contract with the seller in the scope of the business activity carried out.

## 2. SCOPE OF APPLICATION OF THE TCS

1. This TCS determine terms of sale of products by the Seller to the Purchaser. They constitute an integral part of all sale contracts concluded by and between the Seller and the Purchaser, unless the parties do not clearly provide otherwise in writing, adopting special provisions. In case of adopting of special provisions, they will have precedence over the provisions of the TCS, and the TCS will be applicable in matters not regulated by the parties in special provisions and to the extent they are not contrary to the special provisions.
2. TCS shall be presented to the Purchaser by the Seller with the first offer of sale and shall remain binding in each further transaction between the Parties. Current content of TCS is available on the Seller's website at [www.flexnology.cz](http://www.flexnology.cz)
3. TCS as of the date of acceptance of the offer by the Purchaser shall be applicable to the sale contract concluded by the Parties.

## 3. CONCLUSION OF CONTRACT

1. Purchaser sends to the Seller an order containing, in particular, specification of goods, which the Purchaser intends to acquire, including place of delivery.
2. After receiving of the order, the Seller presents to the Purchaser a sale offer containing the following data: specification of goods, price, additional costs chargeable to the Purchaser- ie. in particular, costs of delivery and costs of insurance during the shipment, method and terms of delivery, time and place of delivery and period in which the Seller is bound by the presented offer.
3. Conclusion of contract between the parties takes place at the moment when the Seller receives the acceptance of the offer with no reservations.
4. Acceptance of the offer by the Purchaser with reservation for changes requires clear confirmation of the Seller — no assumption of deemed conclusion of contract shall be made.

#### 4. DELIVERY

1. Seller is obliged to hand the item/s over to the Purchaser within the deadline determined in the contract.
2. While handing the goods over, the Seller hands over to the Purchaser the documents of delivery and all other documents pertaining to goods that he/she possesses- such as the attests, certificates, user manuals or guarantee documents issued by the manufacturer or by the importer etc.
3. Handing the goods over takes place at the moment indicated in the terms of delivery. At the moment of handing of the goods over, the benefits and burdens connected to the goods shall be transferred to the Purchaser.
4. Seller is obliged to ensure an appropriate packaging of the goods for the time of shipment.
5. In case of Seller's delay in handing the goods over, the Purchaser may require immediately penalty payment of liquidated damages in the amount of 10 % of the purchase price.