

# GENERAL CONDITIONS OF PURCHASE

## 1. DEFINITIONS

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

## 2. SCOPE OF APPLICATION OF THE TCS

1. This TCP 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 TCP, and the TCP 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. TCP shall be presented to the Purchaser by the Seller with the first request for proposal and shall remain binding in each transaction between the Parties. Current content of TCP is available on the Purchaser's website at [www.flexnology.cz](http://www.flexnology.cz)
3. TCP as of the date of presentation of the offer by the Seller 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 and time and place of delivery.
2. Immediately 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, in particular place and time 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 Purchaser sends a statement on the acceptance of the offer with no reservations to the Seller.

## 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 the goods required by law and possessed by the Seller, in particular- the attests, certificates, user manuals or guarantee documents issued by the manufacturer or by the importer.
3. Handing of the goods over takes place at the moment when the Purchaser collects the goods at the appointed place of delivery. At the moment of handing the goods over, benefits and burdens connected to the goods shall be transferred to the Purchaser.
4. Seller shall be 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.
6. If the Purchaser is in default with collection of the goods and does not collect them despite the request of the Seller indicating an additional deadline, the Seller may deposit the goods at the cost and risk of the Purchaser, of which he must promptly notify the Purchaser about.

## 5. PRICE

1. Price determined in the offer constitutes a net price.
2. The Purchaser is obliged to pay a price and additional costs determined in detail in the offer within the term indicated in the offer, after receiving a properly issued invoice. Purchaser will not be charged with any costs not described in the accepted offer.
3. If the Purchaser is in default with the payment of price, the Seller is entitled to require payment of statutory interest.

## 6. WARRANTY

1. Seller is liable to the Purchaser for physical and legal defects of the goods on the basis of the warranty.
2. Seller is liable to the Purchaser on the account of the guarantee, if this results from a guarantee document or from the content of the sale contract.

## 7. COMPLAINTS; WARRANTY CLAIMS

1. A complaint, on the basis of the warranty, may be filed by the Purchaser, who recognized an existence of a physical defect of goods, in written or by means of an email address of the Seller used for the contact.
2. Seller will consider the complaint immediately after receiving it. Seller's lack of response to the filed complaint, despite additional call means that the complaint has been admitted.
3. In case of admission of the complaint, the Seller is obliged to repair or replace the goods in accordance with the Purchaser's request, in the shortest possible time (hereinafter referred to as the scheduled deadline for satisfaction of a request), which he/she will inform the Purchaser about in the response to the complaint. Purchaser has a right to withdraw from the sale contract to the extent the defective goods are concerned.
4. Seller may release itself from the obligation to repair or to replace the goods only if it would be impossible.
5. Purchaser may not withdraw from the contract if the defect is insignificant.
6. Executing the rights derived from the warranty, Purchaser will deliver defective goods at a cost and risk of the Seller to the appointed place. Seller is obliged to refund to the Purchaser the cost of delivery of the defective goods that the latter has borne within the term indicated in the request for payment. In case of replacement of the defective goods or in case of withdrawal from the contract, Seller is obliged to take the defective goods over from the Purchaser.

## 8. CONFIDENTIALITY

Content of the sale contract concluded by the parties; content of offer statements in respect of the financial agreements; and any organizational, commercial and technical information exchanged by the Parties in the course of negotiation and implementation of the sale contract, which are not disclosed to the public will be considered by the Parties to be confidential information and as such cannot be disclosed to third parties. Obligation to keep confidentiality does not apply to cases when the obligation to disclose information is derived from the mandatory applicable legal provisions.