



General Sales and Delivery Terms (T&Cs) of MEDEVO s.r.o *dated 08.2018*



MEDEVO⁺

Medevo s.r.o.

Sokolovská 573 | CZ-686 01 Uherské Hradiště | Tel +420 572 522 255 | Fax +420 572 522 259 | info@medevo.cz

Sect. 1 Scope of Application

1. All the Seller’s deliveries, performances and quotations are based on these General Sales and Delivery Terms (hereinafter referred to as the “**General Terms**”). The General Terms constitute part of all the agreements concluded by the Seller with its contractual partners (hereinafter referred to as the “**Customers**”) on the deliveries, services, performances and quotations provided by the Seller. They also apply to all future deliveries, services, performances and quotations provided by the Seller to the Customer even if they are not agreed again separately.
2. The General Terms apply exclusively. Deviating or conflicting terms and conditions of the Customer are included in the agreement only if and insofar as the Seller has expressly agreed to their application in writing.
3. Only the contract concluded in writing, including these General Terms, is authoritative for the legal relationships between the Seller and the Customer. The Seller’s oral assurances made before entering into the contract as well as any subsequent additions, modifications and supplementary agreements become binding only after the Seller has confirmed them in writing.
4. References to Sections and Paragraphs are to the Sections and Paragraphs of this General Terms.

Sect. 2 Quotation and Quotation Documents

1. The Seller’s quotations are subject to change and non-binding unless they are expressly indicated as binding or contain a specific acceptance period.
2. Except as stated otherwise by the Seller, the Seller reserves ownership and all copyrights to illustrations, drawings and other documents made available to the Customer. Passing on such documents to third parties requires the Seller’s prior express written consent and they must be returned to the Seller immediately upon its request.
3. Unless agreed otherwise in writing, samples are only delivered at extra cost.
4. The Seller’s sales representatives are entitled to represent the Seller only if and insofar as a written power of attorney was granted.

Sect. 3 Pricing and Payment Terms

1. The Seller’s pricing specified in the quotation and/or order confirmation applies to all delivery contracts. All prices are in EURO EX WORKS, Uherské Hradiště, Sokolovská 573 (Incoterms ® 2010), excluding carriage charges, insurance, customs, duties and other public duties as well as statutory VAT. For international deliveries without sales tax, the Customer is obligated to certify the receipt of the goods at the agreed delivery location to the Seller.
2. Unless otherwise agreed in writing, the net payment term for all invoices is 30 days after invoice date. Statutory regulations apply in case of delayed payments.

3. If an invoice amount is due and not paid despite two reminders performed by the Seller, all other outstanding invoices issued by the Seller become due immediately for the Customer.
4. Bills of exchange are not accepted.
5. The Customer may offset the Seller's claims only if the Customer's counterclaims have been legally determined and if they are acknowledged by the Seller.
6. The Customer is entitled to exercise its right of retention only insofar as its counter-claim is based on the same contractual relationship and furthermore has been legally determined and is acknowledged by the Seller.
7. If it becomes apparent after conclusion of the contract that the Seller's entitlement to payment is at risk owing to the Customer's insufficient financial capacity, the Seller is entitled to terminate the contract immediately.

Sect. 4 Delivery

1. The Seller shall made delivery in accordance with the EX WORKS, Uherské Hradiště, Sokolovská 573 (Incoterms ® 2010).
2. Delivery and service periods and dates promised by the Seller are only approximate values unless a specific period or date has been expressly promised or agreed in the contract concluded in writing.
3. For sales ex works the delivery period is deemed fulfilled if the goods are made available to the Customer at the Seller's premises within the delivery period or on the delivery date. If shipment has been agreed, delivery periods and dates refer to the point of time when the goods are handed over to the forwarding agent, freight carrier or other third party designated to perform the shipment.
4. The Seller assumes no liability for delivery delays insofar as they have been caused by force majeure or other events unforeseeable at the time of contract conclusion and which the Seller is not responsible for (e.g., difficulties in sourcing materials or energy; acts of authorities, strikes, lockouts or any other labour conflicts; difficulties in procuring the necessary official approvals; or missing, incorrect or late deliveries from upstream suppliers). In case of these temporary circumstances, the delivery and performance periods are extended or postponed by the duration of the circumstance plus a reasonable starting period.
5. The Seller is entitled to partial deliveries and partial performances at any time unless otherwise agreed in writing.

Sect. 5 Transport, Default of Acceptance

1. The Seller is entitled but not obligated to insure deliveries on the Customer's behalf and account.
2. In case of transport damage, the Customer shall immediately record properly the damage, initiate an investigation of the event causing the damage by the responsible authorities, if it is prescribed by the law and/or transport conditions and notify on such record and investigation a carrier and the Seller without delay.
3. If the Customer fails to accept delivery when offered by the Seller or otherwise intentionally breaches other obligations to cooperate, the Seller is entitled to claim compensation for any damages it incurs including

any additional expenses. Claims and rights extending above and beyond this remain reserved.

Sect. 6 Liability for Material Defects

1. Statutory claims for defects on the part of the Customer assume that it has correctly fulfilled its inspection and notification obligations pursuant to § 1921 and following and § 2104 and following of the Czech Civil Code. Objections to visible defects, in particular an incomplete delivery, shall be notified by the Customer to the Seller in writing only within three working days from the date of delivery of the goods, otherwise the Seller shall not be liable for such defects.
2. The contractually agreed composition characteristics are authoritative in determining the absence of defects of the delivered goods. The Customer assumes liability for the correctness of the documents it has provided, in particular for drawings and samples.
3. In case of material defects of the delivered goods, which have been duly inspected and notified by the Customer, the Seller is, at its discretion, entitled to subsequent fulfilment by removing the defect or to deliver new goods without defects. In the case of subsequent fulfilment, the Seller is obligated to bear all required, proportional expenses associated with the subsequent fulfilment, in particular transport, infrastructure, labour, and material costs, insofar as these are not increased by the fact that the purchased item has been relocated to somewhere other than the company headquarters of the Customer.
4. If the legal requirements are met, the Customer is entitled to withdraw from the contract or to claim an appropriate discount on the purchase price.
5. If the Seller is liable for the defect, the Customer may claim damages only under conditions defined in Sect. 8.

Sect. 7 Liability for Defect of Title

1. The Seller has to deliver goods that are free from the rights of third parties existing according to Czech law or according to the law of the country where the Customer's headquarters are located, and which it was aware of or could not have been unaware of.
2. If the Seller violates this obligation, the Seller is to modify or exchange the delivery item at its discretion and cost so that the rights of third parties are no longer violated while the delivery item still fulfils its contractually agreed functions. If the Seller fails to do so within a reasonable period determined by the Customer, the Customer is entitled to terminate the contract or to claim an appropriate discount on the purchase price.
3. Any claims for damages are subject to the restrictions set out in Sect. 8.
4. In case of a violation of the rights of third parties, the Seller's obligations named in this Sect. 7 are sole and exclusive and subject to conditions set out in Sect. 8. They only apply if:
 - the Customer immediately informs the Seller of the claimed rights of third parties;
 - all the defensive actions, including out-of-court settlements, are reserved for the Seller;
 - the legal mistake is not based upon an instruction from the Customer; and
 - the legal mistake was not caused by the Customer modifying the delivery object on an unauthorised basis or using it in a manner that is not compliant with the contract.

Sect. 8 Other Liabilities

1. Except as expressly set forth in Par. 2 and 3 of this Section 8, the Seller shall in no circumstances be liable to the Customer for: (i) any contractual indemnities and/or damages, regardless of the legal reason, in particular from impossibility, delay, poor delivery, other contractual violations and tort, (ii) any loss of business, contracts, profits, (iii) anticipated savings, goodwill or revenue, or (iv) any special, indirect or consequential loss whatsoever incurred by the Customer.
2. The Seller shall be liable according to applicable statutory provisions in case of damage caused by intent or gross negligence; for injuries to life and health; or any other liability which cannot be limited or excluded by applicable law.
3. In case of the violation of a duty which is essential for achieving the contractual purpose and which the Seller has violated neither by intent nor by gross negligence, the Seller assumes liability only for the contractually typical, foreseeable damage.

Sect. 9 Termination

1. The Seller may at any time terminate a contract by giving written notice to the Customer for a compelling reason without notice period, in particular if:
 - (a) the industrial property rights of third parties, which constitute the basis for production, have been violated, or applications for industrial property rights failed to result in the granting of that property right;
 - (b) the contractual products, including property rights, cannot be marketed due to a legal or legally binding injunctive ban;
 - (c) a certification required for marketing the contractual products was withdrawn or revoked, or not granted or renewed otherwise by the appointed agencies or notified bodies;
 - (d) despite a written warning, the Customer has violated essential contractual duties, namely, but not limited to, failed to stop third parties from aggressing property rights that form the basis of the production process or delivery products manufactured by violating third party property rights;
 - (e) if insolvency proceedings have been commenced concerning the assets of the Customer or not commenced due to lack of assets or if the Customer has filed for bankruptcy.
2. Where the duration of circumstances of force majeure nature or other temporary circumstances set out in Sec. 4, Par. 4 takes place for a period longer than two months and has the effect of substantially depriving either or both parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by a written notice to the other party within a reasonable period of time.
3. Otherwise, § 2001 and following of the Czech Civil Code shall apply, provided the other party fails to remedy the reason for termination within a period of 30 calendar days after being notified in writing to do so by a terminating party.

Sect. 10 Limitation

The limitation period for claims from material defects and defects of title is one year from the transfer of risk. For claims for damages according to Sect. 8 Para. 2 and 3, the statutory limitation periods apply.

Sect. 11 Retention of Title

1. The Seller reserves the title to the delivered goods until all payments from the business relationship with the Customer has been received. If the Customer behaves contrary to the contract, in particular in case of any delayed payments, the Seller is entitled to demand the return of the reserved goods. A return of reserved goods to the Seller constitutes termination of the contract.
2. The Customer is, however, entitled to resell the reserved goods during the course of ordinary business as long as it fulfils its obligations arising from the business relationship in a timely manner; the Customer is, however, not entitled to seizure or security transfer of the reserved goods. The Customer assigns to the Seller all claims arising from reselling to its buyers or third parties. The Seller accepts the assignment. The Customer may collect this demand even after the assignment. The Seller's authority to collect the demand themselves remains unaffected by this. However, the Seller undertakes not to collect receivables while the Customer meets its payment obligations from the collected profits; does not fail to pay in due time; and has not applied to file for insolvency proceedings; or has ceased to pay. If this is the case however, the Seller may demand that the Customer states the assigned demands and their debtors, provides all required information for collection, hands over the associated documents and informs the debtors about the assignment.
3. Processing or reshaping the reserved goods by the Customer is always carried out on the Seller's behalf. If the reserved goods are processed with other objects not belonging to the Seller, the Seller acquires co-ownership of the new goods in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other processed objects at the time of processing.
4. If the reserved goods are inseparably joined or mixed with other objects not belonging to the Seller, the Seller acquires co-ownership of the new goods in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other joined or mixed objects at the time of joining or mixing. If joining or mixing takes place in a fashion that leads to the item of the Customer being considered the main item, it is considered agreed that the Customer transfers pro rata co-ownership to the Seller. The Customer retains the sole ownership or co-ownership for the Seller of the property that so arises.
5. Incidentally the same applies to the item that has been created by processing, joining or mixing as for goods supplied under reservation.
6. The Customer is to immediately inform the Seller, and hand over to it, the documents necessary for an intervention, about the debt enforcement of third parties on the goods delivered with reservation or on the demands assigned to the Seller or on other securities. This also applies to other types of impairment.
7. The Seller undertakes to release the securities to which it is entitled upon the Customer's demand to the appropriate extent if the realisable value of the securities exceeds the demands to be secured by more than 20%. The Seller is free to determine the selection of securities to be released.

Sect.12 Final Provisions

1. The Customer declares its consent that the Seller may store the Customer data received in connection with the business relationship for the purpose of the business relationship and may transmit the data, insofar as is required for contract fulfilment, to third parties (e.g., for credit assessment; to insurers etc.).
2. The Customer's claims may only be assigned with the Seller's prior written consent.
3. 3. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual relationship is, wherever permissible, the District Court in Uherské Hradiště provided that it has also the subject-matter jurisdiction, otherwise it shall be the Regional Court in Brno.
4. These General Terms and any contracts between the Seller and the Customer and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Czech Republic. The system of international private law and of the UN law on the sale of goods (CISG) are excluded.
5. Should one or more provisions of these General Terms become ineffective, this does in no way affect or impact the validity and enforceability of the remaining clauses. In that case, the parties undertake to replace the ineffective provision by a legally effective provision coming as close as possible to the provisions' economic intentions. The same applies in the event of any regulation gaps.
6. These General Terms become effective as of **1 July 2018**.

Medevo s.r.o.

Signature: _____

Name: _____

Title: _____