

# **General Terms and Conditions**

## **1. General scope**

The following sale and delivery terms are valid for all contracts, deliveries, and other achievements of the Technicoat Bakeware s.r.o. in the legal relationship to its contracting parts. We do not accept the customer's conditions that will contradict or deviate from our sales and delivery conditions unless we have expressly agreed to their validity in the written form.

In the case of written or oral order, only our written order confirmation is authoritative. Verbal agreements and arrangements of any kind require our written confirmation for legal effect.

## **2. Prices and offers**

Prices are indicative and result from the relevant state of the offer. If there are price differences due to changes in costs (materials, energy, wages), we reserve the right to make appropriate adjustments to the calculation. Prices will be quoted exclusively in CZK or another pre-agreed currency. Statutory value added tax is not included in our prices, it is reported separately in the invoice in the statutory amount on the day of invoicing. The submitted offer is binding for us for a period of 30 days. In the case of subsequent orders, we are not bound by previous prices. We are entitled to specify to the customer the processed raw materials in encrypted form.

If the order must be considered as an offer, we have the right to accept it within one week.

If no fixed price agreement has been concluded, reasonable price changes due to labor, material and operating changed cost for supplies that take place 2 months or later after the conclusion of the contract remain reserved.

The customer declares that he is an active VAT payer.

## **3. Delivery conditions**

Unless otherwise agreed, the items processed by us will be delivered to the account and risk of the customer ex works Planá, České Budějovice (INCOTERMS 2010). Delays in delivery caused by interruption of operation (damage to the machine, material defect, strike, lack of manpower, illness, injury, and force majeure) release us from the agreed delivery times and damages.

By handing over the sold item, the risk of accidental destruction or accidental damage passes to the customer. The customer's delay in taking over is equated with handover. It is not possible to derive a deviating agreement on the transfer of liability for damage from the assumption of the obligation to assemble.

If, at the request of the customer, we send the sold goods to a place other than the place of performance, the risk passes to the customer as soon as we ship the goods to a freight forwarder, carrier or person or institution otherwise designated to perform the transport. If the customer has given a special instruction on the method of sending and if we deviate from it without urgent reason, we are liable to the customer for the damage caused.

If the acceptance is delayed at the request of the customer or due to reasons on his part, we will store the goods at the expense and risk of the customer.

#### **4. Payment terms**

Unless otherwise agreed in writing, our invoices are payable without deductions immediately upon receipt or on the due date agreed in writing. If the due date is exceeded, we will charge interest on arrears in the amount of 5% above the current basic interest rate set by legal regulations in the field of civil law.

#### **5. Right of retention, ownership of documents**

Until full payment is received, we are entitled to secure these claims by retaining the items which were left to us.

Illustrations, drawings, calculations, patterns, and models remain in our property. The customer undertakes not to make these items available to third parties in any form without our written permission. If the customer violates this obligation, he is obliged to pay us an immediately payable contractual penalty in the amount of 10,000 Euros for each individual case.

#### **6. Claims for defects and liability for defects**

Complaints must be notified in written form immediately, no later than 8 days after receipt of the items processed by us. The customer is obliged to allow us to inspect the objects we have machined before their further processing or assembly in terms of the defects. In the event that defects are removed by third parties without our consent, our liability expires. Complaints about already assembled parts will no longer be accepted and exclude our liability. Recognized, justified defects will be repaired by us free of charge.

Tests and patterns are considered as illustrative examples of quality, dimensions, and other properties. The information on the dimensions and characteristics of the products is used for description and does not constitute a quality agreement in the event of minor deviations, provided that the product is suitable for the use agreed or envisaged in the contract.

In the event of a technical necessity, we reserve the right to deliver goods with deviations in composition, dimensions, and other properties, provided that the items supplied are not limited in their usability.

We do not accept any costs up to 3% of the order volume for defects caused by processing, changes in shape, incorrect quantities, cracks, etc.

Unless otherwise agreed in writing, a 100% check of the number of pieces will not be carried out at the initial inspection of the goods, but only a check of the number of packages in terms of their plausibility.

## **7. Warranty**

Our warranty is limited to the proper execution of surface treatment work on the delivered items, which were ordered by the customer, corresponding to our standard. We do not accept any further guarantee. We do not guarantee the properties, composition, applicability, usability, or other properties of the material that has been coated.

The warranty period is one year from the moment the damage to the goods passes.

## **8. Insurance**

Items and goods that are stored in our country for processing are not insured against fire, water, water damage, storm damage and hail. The customer is obliged to cover these risks through his own agreed insurance.

## **9. Place of performance and place of jurisdiction**

The place of performance for delivery and payments is Planá, České Budějovice, the place of jurisdiction is České Budějovice.

## **10. Intellectual property rights**

If the goods are to be manufactured according to drawings, patterns or other data of the customer, the customer guarantees that this does not infringe the rights of third parties, in particular patents, utility models or other intellectual property rights or copyrights. The customer will release us from the claims of third parties, which arise from a possible violation of these rights. In addition, the customer will reimburse us for all costs incurred by us by third parties claiming a violation of these rights and we will have to defend ourselves against the appropriate exercise of the right.

## **11. Duty of confidentiality**

We and the customer undertake to treat each other with all business and technical details that have become known to us within the framework of cooperation and are not publicly known, as trade secrets, and to maintain absolute secrecy towards third parties.

The duty of confidentiality ends three years after the end of the business relationship between the customer and us, unless otherwise agreed.

## **12. Change of general conditions**

These general terms and conditions may be unilaterally revised and amended by us. The latest version of these terms and conditions is available on our website: [www.technicoat-bakeware.com](http://www.technicoat-bakeware.com)

Valid from 1st January, 2020.