

General terms and conditions of purchase

Pro Tool Solutions s.r.o.

VALID FROM 01.01. 2024

These General Terms and Conditions of Purchase (hereinafter referred to as "GTC") shall apply in full to the purchase of goods and the supply of services, unless otherwise agreed in writing.

1. Scope and purpose

1.1. For the purposes of these GTC, the term "customer" means Pro Tool Solutions s.r.o. and any business company that supplies goods, services or products according to these general terms and conditions of purchase is referred to as the "supplier".

1.2. A written acceptance of the order by the supplier (hereinafter referred to as the "contract") is considered to be a concluded purchase or other commercial contract. An act performed by e-mail is also considered to be a written expression of will.

1.3. The conclusion of the contract creates an obligation for the supplier to deliver the ordered goods, service or product (hereinafter collectively referred to as the "products") within the specified period and an obligation for the customer to pay the agreed price on time and to take over the subject of performance. The customer reserves the right to cancel the order at any time before receiving its acceptance.

1.4. If the order is not accepted by the supplier in the form of a written confirmation within 3 (three) days from the date of delivery, the customer shall consider his proposed contract to be rejected.

1.5. Changes made to the order by the seller are only valid if they are proposed and sent in writing to the customer and subsequently approved in writing by the customer. Any oral agreements are ineffective in the event of changes to the order.

1.6. In the event that the order or contract contains agreements that deviate from these General Purchase Conditions, the agreement made in the order or contract always takes precedence over the relevant provision of these General Purchase Conditions.

1.7. A framework agreement concluded between the customer and the supplier always takes precedence over the provisions of the order, contract or General Purchase Conditions for the specific subject of performance under the framework agreement.

1.8. By confirming the order, the supplier accepts the provisions of these General Terms and Conditions of Purchase without any reservations. In the event of rejection of these General Terms and Conditions of Purchase, the order shall become invalid and shall remain invalid for the supplier.

2. Contract price, billing and payment

2.1. Unless otherwise expressly stated in the order, the stated price shall be understood as fixed. The contractual price specified in the contract does not include value added tax and includes the price for any packaging or transport, including insurance of the products, and other similar costs incurred in connection with the delivery of the products to Pro Tool Solutions s.r.o.

Pro Tool Solutions s.r.o.

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<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.

2.2. Unless a longer payment term of the invoice – tax document than thirty (30) days from the date of proven delivery of the invoice – tax document has been agreed with the supplier, the payment term of the invoice – tax document is thirty (45) days from the date of proven delivery of the invoice – tax document. In the event of payment within 14 days from delivery, the customer may deduct a 3% discount from the total value of the invoice – tax document, the so-called “discount”. Each invoice must contain the mandatory requirements of the tax document, the order number and a detailed breakdown of the subject of performance as specified in the contract (designation, units, number of units, unit price, partial price) and the total price of the goods in full and after deduction of the discount. A copy of the delivery note or handover protocol confirmed by the customer will be attached to each invoice (see further point 3.3.).

2.3. The supplier shall deliver the invoice to the customer no later than 30 calendar days from the date of the claim for the invoice for the duly performed contractual performance (its part under the terms of this contract). If the specified period is exceeded, the supplier shall be liable to the customer for any damage incurred, in its entirety.

2.4. The customer is entitled to return an invoice that does not contain the required particulars, information or attachments, within a period appropriate to the due date of such invoice. In the event of a return, the due date specified in the order shall be calculated from the date of subsequent delivery of such invoice that contains all the required particulars, information and attachments.

3. Other requirements of the subject of performance

3.1. The Supplier shall guarantee that each product delivered by it, as described in the relevant order, will be:

- a) suitable for the purpose for which the Customer is purchasing it, and all units of the same product delivered will exhibit a consistent level of workmanship;
- b) comply with all legislation and relevant related regulations and technical standards of the Czech Republic;
- c) comply with the specifications set out in the relevant technical or other documentation to which the order may refer.

3.2. The Supplier shall use a method of packaging and the necessary packaging materials that are adequate to the nature of the products delivered within the scope of the performance and that sufficiently protect them from damage during transport, handling associated with transport and storage.

3.3. Each delivery of products includes a delivery note or handover protocol. This document shall contain at least the following information:
The supplier's trade name including its ID, the carrier's trade name, date of shipment, the relevant order number, a full description of the delivered products, the actual quantity of delivered products, including their net and gross weight.

3.4. Meeting the contractual delivery date is one of the basic criteria for evaluating the supplier. If there is a risk of not meeting the delivery date, the supplier obliges to inform the customer of this fact immediately, including submitting a written proposal for corrective measures.

3.5. The actual date of delivery is the date that the authorized employee of the customer indicates on the delivery note (handover report) upon its confirmation. Only this date becomes the moment when the risk of damage to the delivered product passes to the customer.

3.6. Confirmation of the delivery note or handover report is not at the same time a confirmation of flawless performance. Only after confirmation of the delivery note or handover report, i.e. after receipt of the product, does the process of detecting defects and functionality begin.

4. Claims for delay

4.1. If the supplier is late with the contractual delivery period, the customer is entitled to apply a sanction to the supplier in the form of a contractual penalty, the specific amount of which may be determined in advance in the order.

5. Liability for damages

5.1. The Supplier is obliged to compensate the Customer for all damages that the Customer demonstrably incurs as a result of the failure to fulfil or breach of its obligations. The said obligation exists independently of claims for delay.

5.2. The Seller confirms that it is insured for liability for damage caused by a defective product in an appropriate amount.

6. Claims for delay

6.1. The Supplier is liable for defects found on any delivered product during the warranty period. Unless otherwise specified in the order, the warranty period is agreed for a period of 24 months from the receipt of the product. The Customer is entitled to claim for defects in the goods at any time during the warranty period and has the option of choosing the claim arising from the defect in the goods.

7. Subcontractors

7.1. The Supplier is entitled to use subcontractors for the production or purchase of products or individual materials, components, software or documents required for the production or assembly of products or the operation of products only with the prior written consent of the Customer.

7.2. By using a subcontractor, the Supplier does not release itself from its full liability towards the Customer for compliance with the obligations imposed on it by the Contract and these GTC.

8. Withdrawal from the contract

8.1. If one of the contracting parties materially breaches its obligation under the contract and/or these general purchase conditions and fails to fulfil this obligation even within an additional reasonable period of time granted by the other contracting party, the other contracting party shall be entitled to withdraw from the contract. A material breach of the contractual obligations shall include, among others:

- a) a delay by the supplier in delivering the products for more than twenty (20) calendar days,
- b) a delay by the customer in paying for the products for more than twenty (20) calendar days,
- c) delivery of products with defects that make it impossible or fundamentally difficult to use the products for the purpose for which the products are to be used by the customer,
- d) use of a subcontractor by the supplier without the customer's prior written consent in contradiction with the contract or with Article 7 of these general purchase conditions.

8.2. The contracting parties are also entitled to withdraw from the contract if insolvency proceedings have been initiated against the other contracting party or if the other contracting party loses its business license.

8.3. If a force majeure event occurs on the supplier's side and the supplier is unable to fulfill its obligations under the contract in the manner and within the terms specified in the contract for a period longer than two (2) months as a result of such an event, the customer is entitled to withdraw from the contract.

8.4. By withdrawing in accordance with this article of the GTC, the obligation established by the contract and these general terms and conditions of purchase is cancelled. If the contract has already been partially fulfilled, the withdrawing contracting party is entitled to withdraw from the contract in its entirety or only in respect of the unfulfilled remainder of the agreed performance, provided that the conditions for withdrawal specified in the GTC are met.

8.5. Withdrawal must be in writing and must be delivered to the other party.

8.6. Withdrawal from the contract and cancellation of the obligation under the contract shall not affect the right to compensation for damage arising from the breach of the contract, the right to individual contractual penalties agreed upon in the contract and/or these general terms and conditions of purchase, nor the agreement on the choice of law and dispute resolution contained in Article 9 of these general terms and conditions of purchase.

8.7. The parties to the contract shall settle their mutual rights and obligations in connection with the cancellation of the obligation under the contract in accordance with the legal provisions.

8.8. If, on the basis of a contract or GNP, a consequence is associated with the delivery of a document, for the purposes of the contract, unless the contract in a specific case stipulates otherwise, delivery shall also be deemed to occur if the addressee refuses to accept a shipment delivered by registered mail via the holder of a postal license to the address of the other contracting party specified in the contract, or if the relevant written notice or communication, which was deposited at the post office as undelivered, is not accepted by the addressee within five (5) business days from the due notification of such deposit.

9. Force majeure

9.1. Neither party shall be bound by obligations the fulfilment of which is objectively impossible due to a proven force majeure event, for example due to strikes and lockouts by third parties, riots, uprisings, fires, floods, inundations and other natural disasters, war, seizure of property, or other circumstances that the party cannot influence and which the party could not reasonably have expected and which the party could not reasonably have avoided or overcome.

9.2. If, for the above reasons, the delay in delivery exceeds two (2) months or is estimated to exceed two (2) months, the parties may withdraw from the contract without incurring liability towards the other party.

9.3. However, a party may invoke force majeure only if it has notified the other party of the onset of the force majeure event without delay.

10. Governing law and jurisdiction

10.1. Legal relations arising from or in connection with the contract, as well as all other matters not resolved in the contract or these GTC, shall be governed by Czech law, in particular the provisions of Act No. 89/2012 Coll., the Civil Code, in full (hereinafter referred to as the "Civil Code"). The UN Convention on Contracts for the International Sale of Goods and conflict of laws rules shall not apply. For the interpretation of the GTC and the contract, commercial usage shall be applied after the provisions of the Civil Code or other legal regulations as a whole, where even those provisions of these regulations that are not of a mandatory nature shall take precedence over commercial usage. 10.2. All disputes that may arise from or in connection with the contract shall be resolved by the contracting parties primarily by mutual agreement and amicably. If the parties fail to reach an agreement, disputes arising in connection with the contract will be submitted to the competent court according to the place of registration of Pro Tool Solutions in the commercial register. Pro Tool Solutions also has the right to submit a dispute to which the supplier is a party to the court according to the place of registration of the supplier or the court according to the place of delivery of the products.

11. Other arrangements

11.1. The Supplier is obliged to notify the change of address immediately by registered letter. Until the notification of the new address, shipments sent to the old address are considered delivered.

In Prague on January 1, 2024

Pro Tool Solutions s.r.o.

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