

General Terms and Conditions **Elektronické součástky CZ, a.s.**

1. General provisions

These General Terms and Conditions (hereinafter referred to as the "GTC") govern the contractual relationship between Electronic Components CZ, a.s. (hereinafter referred to as the "Seller") and the Buyer for the supply of goods or the manufacture of a work (hereinafter referred to as the "Products")

The Seller's GTC are exclusive terms and conditions between the Seller and the Buyer and exclude the application of any terms and conditions of the Buyer. The application of the buyer's terms and conditions must be mutually confirmed in writing.

2. Information about delivered goods

Technical and commercial information about the delivered products is published by the Seller in catalogues and on the website at: www.es-ostrava.cz. Information in this form is provided for a substantial part of the assortment. If the buyer does not find information about the required product in the mentioned documents, he can send a written inquiry.

3. Prices, demand, quotation

3.1 The price of the goods is determined by the seller's price list, unless in a particular case a different price results from the purchase contract or a specific price offer. Prices do not include VAT.

3.2 Before the Buyer applies the order, a price offer is submitted by the Seller. The price offer is valid until the date specified in the offer. Send requests for quotations to: eso@es-ostrava.cz

4. Creation of a purchase contract (order, order confirmation)

4.1. The draft purchase contract is a written order of the buyer. The order is in writing, sent by fax or e-mail (e-mail). The purchase contract is concluded by confirming the buyer's order by the seller.

4.2. Order requirements

The order must contain:

- Company name, name, address, telephone number (fax, e-mail)
- Customer number (if already assigned)
- Order number, date of issue
- IČ, DIČ, bank details
- Method of delivery of goods (see Art. 5)
- Order name of the goods according to the catalogue or price list or agreed description
- Number of pieces

If the exact specification of the products is not agreed, the products are delivered in the design and quality usual according to the knowledge of the seller.

4.3. Order confirmation

Orders are binding only if they are confirmed in writing by the seller. The seller shall send the buyer a written answer (acceptance, non-acceptance, reservations) within 5 calendar days at the latest, unless agreed otherwise. If a written response is not sent to the buyer within this period, it is considered that the purchase contract is not concluded.

If the order contains different conditions compared to the offer, the seller is entitled to update the order in the confirmation of receipt of the order. In the event that the Buyer does not reject the updated order in writing within two (2) business days of receipt of the updated order, it shall be deemed approved.

5. Delivery terms and delays

5.1 The delivery date is determined by the purchase contract. Partial deliveries of products are permitted unless they have been excluded in writing in advance.

5.2 Method of delivery of goods:

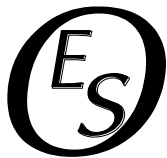
When confirming the order, the method of sending the goods is agreed with the buyer. At the agreed date, the goods that are currently in stock are sent to him. Other items are recorded and sent in the next shipment(s). The products are sent by the transport company PPL. For each individual shipment is charged shipping according to the carrier's tariff + packing.

5.3 The delivery of the products includes a delivery note containing:

- buyer's order number
- name and quantity of the products to be delivered

5.4 The delivery period is extended in cases of force majeure and in cases not attributable to the Seller, which substantially complicate or prevent the Seller from delivering the products for the confirmed period. This is the case in particular in the following cases:

- the seller does not receive complete information necessary for the performance of the delivery by the buyer
- unforeseen obstacles on the part of the seller, e.g. delayed or defective subcontracting, fire, lack of energy and raw materials, destruction of equipment
- the seller is in delay due to changes to the original order by the buyer



- the buyer is in default with the payment of obligations

If this is the case, the seller shall immediately inform the buyer in writing.

5.5 The seller is obliged to properly pack the products in the manner usual for transport so as not to cause damage during transport

5.6 The risk of damage to the product passes to the buyer at the moment of receipt or at the moment of handover to the first carrier

6. Payment terms

6.1. The Seller is entitled to payment of the purchase price for the products delivered to the Buyer. VAT will be added to the purchase price according to the relevant legal regulations.

6.2 The buyer undertakes to pay the price for the products and the price of transport to the place of delivery in the manner agreed in the purchase contract.

6.3 Unless otherwise agreed, invoices are due 10 days from the date of invoice. The buyer is obliged to pay the invoice to the seller's account. Financial obligations are deemed to have been paid on the date on which the relevant amount is credited to the seller's account

6.4 The Seller reserves the right to demand payment for the products:

- cash on delivery of products by the shipping company
- before the delivery of the products on the basis of an advance invoice issued by the Seller
- advance payment for the production of the work before the start of production according to the terms of the offer for the construction of the work

7. Liability for defects, complaint procedure

7.1 The buyer is obliged to check the quality of the products immediately after receipt and to claim any defects without undue delay

7.2. In the event of a defect in the products, the Buyer shall send the Seller a notification of defects without undue delay after their discovery in writing, stating a detailed description of the claimed defects of the products

- description of the goods
- count
- invoice and delivery note number
- description of the defect
- solution proposal

7.3 If, when delivering a different quantity of products or a different type of products than stated in the order, the buyer does not request delivery of the products according to the order

within seven days, it is considered that he agrees with the delivery and that he has accepted the products as correct. After the expiration of the period, the buyer can not request the replacement of products.

7.4 Defects in products that have been soldered or otherwise damaged cannot be claimed. Complaints about hidden defects that could not be detected within 14 days of delivery may be acknowledged only after expert assessment by the seller.

7.5 The Seller provides a warranty for the products of 12 months from the date of receipt of the products by the Buyer.

7.6. The warranty does not apply, inter alia, to damages caused by:

- during transport
- improper storage
- poor assembly
- wrong choice of product values (overloading, other effects of electrical quantities, etc.)
- mechanical damage caused by rough and improper handling

7.7 If the complaint is recognized as justified, the seller will replace the defective goods with defect-free ones or issue a credit note equal to the value of the defective goods.

7.8 The Seller is not liable for consequential damages caused by improper use of the products.

7.9 The Seller is not liable for defects and functionality of the products or damages resulting from the use of documents and materials supplied by the Buyer.

8. Dispute resolution

8.1. The Agreement and any disputes or claims arising from the Contract shall be governed by Czech law. Any dispute between the parties arising in connection with the Contract shall be decided by the court with territorial jurisdiction in the Seller's registered office.

9. Final provisions

9.1. The Contracting Parties undertake to maintain confidentiality in relation to third parties regarding all facts they learn in connection with the performance of these GTC.

9.2. The validity of these GTC is for an indefinite period of time, each subsequent update and amendment replaces the previous version. The current version is available on the seller's website.

These GTC is valid from 1.01.2023

In Ostrava 1.01.2023