

# **Terms and Conditions**

## **Bustec s.r.o.**

<b>Effective from : 1.1.2023</b>	<b>Approved by : Ing. Miloslav Zvejška</b>

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**I.****GENERAL PROVISIONS**

These Public Terms and Conditions (hereinafter referred to as "Terms and Conditions") apply to all deliveries of work and deliveries of goods (things) that **Bustec s.r.o., ID No. 28326717, with registered office at Horní Štěpánov 373, HORNÍ ŠTĚPÁNOV Postal Code 798 47, Section C, Insert 61505**, delivers to third parties, whether it is a purchase contract or a contract for work within the meaning of the relevant provisions of the Civil Code as amended. The terms used in these terms and conditions shall have the following meanings:

- a) **Seller / Supplier** - the party to the contract who is obliged to deliver the goods (thing) to the other party and to allow it to acquire the right of ownership, or the party to the contract who is obliged to perform the work for the other party at its own expense and risk within the meaning of the relevant provisions of the Civil Code.
- b) **Buyer / Customer** - the party to the contract who is obliged to take over the goods (thing) or work from the seller and pay the agreed price. In these terms and conditions, the buyer is a natural person or a legal entity, regardless of whether it is a consumer or not.
- c) **The Seller's website** is the website at [www.bustec-info.eu](http://www.bustec-info.eu) operated by the Seller.
- d) **Price offer** - an offer of product and services calculated on the basis of the nature of the product resulting from the buyer's request. The offer is a draft purchase or service contract.

**II.****PRODUCT AND PRICE INFORMATION**

2.1. Information about products and services is provided on the Seller's website.

2.2 The prices of the Seller's products and services are delivered to the Buyer in the form of a quotation, which is prepared on the basis of the Buyer's submitted request. The Buyer sends the request electronically, in person or by telephone.

### **III.**

## **ORDERS AND THEIR HANDLING**

3.1. The buyer sends an inquiry " data processing occurs " the seller creates a price offer, which is sent to the buyer as an offer to conclude a purchase contract. The deadline for the processing of the quotation is usually within 10 working days from the date of sending the request by the buyer.

3.2 Confirmation of the quotation by the buyer and subsequent forwarding of the order. A better price offer is provided for quantity purchases. The delivery date is then part of the price offer and always depends on the availability of the starting material and technology required for the production of the requested goods.

3.3 By confirming the order to the Seller, the Buyer agrees to these terms and conditions and bindingly orders the subject of the order. This concludes the purchase contract.

3.4 By entering into the Purchase Agreement, the Purchaser acknowledges that he/she has read these Terms and Conditions and that he/she agrees to them of his/her own free will. The Buyer is sufficiently notified of these terms and conditions before the order is placed (reference to the text of the GTC in the quotation and has the opportunity to get acquainted with them on the Seller's website).

3.5 By concluding the contract, the buyer accepts all the provisions of the GTC as in force on the date of conclusion of the purchase contract.

3.6 By confirming the offer, the buyer agrees to these GTC, accepts the seller's offer and bindingly orders the subject of the order.

3.7 Essential elements of the tender:

- product name
- identification of the buyer - company, name, registration number, registered office, address, contact person, telephone, ...
- method of delivery
- method of payment
- price of the product + other costs (transport, packaging)
- delivery date / delivery counted from the date of ordering

3.8. The confirmation of the offer by the buyer **is the conclusion of the purchase contract!**

- 3.9. The contract between the Seller and the Buyer must be concluded in writing, and may be concluded on the basis of an order from the Buyer accepted by the Seller in the ways specified in these Terms and Conditions. The order may be delivered to the Seller in writing in person, sent by registered letter, fax or e-mail and shall be binding if accepted by the Seller.
- 3.10. The Buyer is entitled to cancel or change the order at any time before its confirmation by the Seller.
- 3.11. The order - draft contract must contain at least the following information:
- identification data of the seller and the buyer,
  - the specification of the goods or work, the name and type of goods or work,
  - quantity of goods or works,
  - contract price,
  - signature of the person authorized to act for the buyer.
- 3.12. The Contract shall come into existence by agreement on its entire content at the moment when the Buyer receives a written order confirmation from the Seller. The Seller shall notify the Buyer within 6 working days of the date of receipt of the order whether or not it accepts the order. The notification of acceptance of the order may be made either by handing over the acceptance of the order in writing, by sending it by registered signature, by fax or by e-mail. If the Seller does not confirm acceptance of the order to the Buyer within 15 working days of receipt of the order, the Buyer is no longer bound by the order.
- 3.13. The order acceptance must contain at least the following information:
- identification data of the seller and the buyer,
  - the specification of the goods or work, the name and type of goods or work,
  - quantity of goods or works,
  - contract price,
  - signature of the person authorized to act for the seller.
- 3.14. Changes to the concluded contract may only be made in writing in the same way as the order and its acceptance are made under these Terms and Conditions.

#### **IV.**

### **DELIVERY CONDITIONS**

- 4.1. The Seller is obliged to deliver the goods or work in accordance with the concluded contract. Unless the quality of the goods/work is expressly agreed in the contract, the seller is obliged to deliver the goods/work in the usual quality. With the delivery, the seller shall deliver to the buyer all documents relating to the goods or work.
- 4.2. If in the contract between the Seller and the Buyer the payment of a deposit or payment of the agreed price in advance has been agreed, the Seller is not obliged to deliver the goods/work if the Buyer is in default with the payment of the deposit or the agreed price, and the delivery date of the goods/work is automatically postponed by the period of the Buyer's default with the payment of the deposit or the agreed price. If the buyer is in default of payment of the deposit or the agreed price for more than 5 working days, the seller is entitled to withdraw from the contract.
- 4.3. The Seller shall not be in default in the performance of its obligations under the Contract if the non-performance of these obligations is due to circumstances arising independently of the Seller's will, which the Seller could not influence (e.g. energy and service supply failures, strikes, wars, natural disasters, riots, late delivery by the Seller's contractors/subcontractors, etc.). In cases according to the preceding sentence, the Seller shall not be liable to the Buyer for damages resulting from the breach of contractual obligations.
- 4.4. If the Seller foresees difficulties in the production or supply of materials or uncontrollable circumstances are likely to arise that will prevent the Seller from making the delivery on time, in the proper quality and quantity, the Seller shall inform the Buyer of this fact.
- 4.5. Unless otherwise expressly agreed in the contract, the seller is obliged to deliver the goods or work by the date specified on the order. Unless otherwise expressly agreed in the contract, the place of performance is the Seller's registered office at **Brněnská 1748/21b, 678 01 Blansko**. Transportation from this place of performance is at the buyer's expense.
- 4.6 The Seller shall hand over the delivery with paid expenses at his own expense and risk to the agreed place of delivery (in the Czech Republic freight paid and in the case of transport from abroad - DAP). The Seller shall pack the delivery in such a way as to prevent damage to it or damage to health and property during transport.
- 4.8 Properly packaged goods are delivered by the Seller as per the Contract:
- via a transport service
  - by own transport

- personal collection

4.9. Please note the shipping time!!! - This is outside the confirmed production date " does not count towards the confirmed production date.

## **V. PAYMENT TERMS**

5.1 The Seller's products and the form of payment for them are specified in the Seller's offer.

5.2 The Seller is obliged to issue an invoice on the date of performance. The date of performance is the date of acceptance of the delivery by the Buyer.

5.3 The invoice is due for payment within **30** working days of delivery of the invoice to the Buyer. This applies provided that no other due date has been negotiated.

## **VI. TRANSFER OF OWNERSHIP AND RISK OF DAMAGE**

6.1 The price is agreed as final. All costs of the Seller necessary for the proper execution of the delivery are already included in the price.

6.2. The agreed price for the delivery shall be payable upon completion of the delivery in question, on the basis of an invoice issued by the Seller with a due date from the date of issue. In the event of the Buyer's default in payment of the agreed price, a contractual penalty of 0.2% of the amount due for each day of default is agreed, with the Buyer being obliged to pay the agreed contractual penalty to the Seller. The agreed contractual penalty is without prejudice to the Seller's right to compensation for damages, in its entirety.

6.3. The ownership right to the goods or parts passes to the buyer at the moment when the buyer pays the agreed price of the goods/parts/services in full. The risk of damage to the goods or work passes from the seller to the buyer at the moment when the buyer accepts the goods or work from the seller, or when the goods/work are ready for delivery by the seller and the buyer breaches his obligation by refusing to accept the goods/work.

## **VII.** **LIABILITY FOR DEFECTS, CLAIMS**

7.1 The costs associated with the claim, including shipping costs, shall be borne by the Seller.

7.2. The Seller shall be liable to the Buyer for the fact that the goods/works/services are free from any defects and fit for the usual purpose of use at the time of delivery, unless the purpose of use has been expressly stated in the contract. The warranty is provided by the seller if this is agreed between the seller and the buyer in the contract. In the case of a guarantee, the seller shall not be liable to the buyer for defects arising during the guarantee period as a result of use of the goods/parts contrary to the instructions for use/maintenance, for defects arising as a result of unprofessional handling and intervention and for defects arising from mechanical damage.

7.3. If the delivery is defective, the buyer has claims for defects according to the applicable legal regulations.

7.4. The Buyer is obliged to inspect the goods/goods without undue delay after receipt of the goods/goods and to satisfy himself of their characteristics and quantity.

7.5. The Buyer is obliged to submit claims for defects detectable during the inspection of the goods/worksto the Seller within 15 working days from the receipt of the goods/works, provided that the expiry of this period shall extinguish the claims for defects detectable during the inspection.

7.6. the Buyerany defects in the delivered product, the Buyer shall write a defect notice to the Buyer which shall include:

- product delivery information
- the person who discovered the defect
- date of discovery of the defect
- nature of the defect, photo documentation

The Buyer shall deliver this notification to the Seller without undue delay. The Seller shall evaluate the defect and submit a proposal for rectification and subsequently accept or reject the claim.

7.7. The Seller shall not be obliged to satisfy the Buyer's claim if it proves that the Buyer knew about the defect before taking delivery of the goods or caused it himself.

7.8. When products are delivered by a contracted carrier, the Buyer is obliged to verify the condition of the shipment before taking delivery from the carrier. In case of



incompleteness of the goods, damage, loss, it is necessary to follow the procedure of drawing up a report with the carrier in order to be able to claim compensation from the carrier and it is necessary to send it within 30 days to the seller.

7.9. Later claims caused during shipment will not be taken into account.

7.10. The Seller shall be liable for proven damages caused by the breach of its obligations.

7.11. The Seller is liable for lost profits and damages resulting from the use of the product.

7.12. The Buyer sends the subject of the complaint at his own expense.

7.13. The Seller **is not obliged to** accept for complaint goods that are not suitably packaged and delivered with accompanying documentation.

7.14. A properly filed complaint will be settled in accordance with these GTC and in accordance with the Commercial Code as soon as possible.

7.15. Upon receipt of the claimed product, the Seller shall issue the Buyer with a confirmation of when the right to claim was exercised. The Seller shall notify the Buyer in writing or by email of the manner of settlement of the claim. After the claim has been settled, the Seller shall hand the product back to the Buyer with a report on the removal of the defect.

## VIII.

### WARRANTY, TRANSPORT AND STORAGE CONDITIONS

The Seller shall provide the Buyer with a quality guarantee for the delivered goods for a period of 2 years (unless a different length of the guarantee period is agreed with the Buyer), with the guarantee period commencing at the time of delivery of the goods.

The quality guarantee for the goods from the agreed stock between the Seller and the Buyer starts when the Seller completes production and transfers the delivery to the internal warehouse. The customer is notified in writing - by email, letter, etc. - of the moment when the delivery is handed over to the internal warehouse.

## IX.

### WITHDRAWAL FROM THE CONTRACT

Withdrawal from the concluded contract may only be made in writing, in the same manner as the order and its acceptance according to these conditions.

In the event of cancellation of the order by the buyer, payment for work in progress and possible additional expenses related to the order must be taken into account. The Seller shall inform the Buyer of such costs incurred as soon as possible after receipt of the cancellation. The Seller reserves the right to cancel the order for technical, capacity or other reasons that prevent it from completing the order according to the specified requirements.

## **X. COOPERATION**

The Buyer shall be obliged and undertakes to provide the Seller with all assistance necessary to fulfil the Seller's obligation to deliver the goods/works. The Buyer's delay in providing the cooperation shall extend the delivery date of the goods/works/service.

## **XI. TRADE SECRETS, CONFIDENTIALITY**

11.1. The Buyer is obliged and undertakes to keep confidential all facts which he has learned on the basis of the contractual relationship with the Seller and which are to remain confidential and not to use these for himself or for the benefit of third parties. In the event of a breach of any of the obligations under the preceding sentence, the Buyer shall be liable to the Seller for any damage caused and undertakes to pay the Seller.

11.2. The Buyer declares that he assumes the risk of change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

11.3. The Buyer shall not, without the prior and express consent of the Seller, disclose or make available to any third party any information or documents relating to any contract between the Buyer and the Seller which has already been or will be disclosed or otherwise made available to the Seller.

## **XII. FINAL ARRANGEMENTS**

12.1. In the event of a conflict between the Terms and Conditions and the Contract, the different agreement of the parties set out in the Contract shall prevail.

- 12.2. In the event of a court dispute between the Seller and the Buyer, the Czech court having local jurisdiction is the seat of the Buyer.
- 12.3. All instruments and documents sent by one Contracting Party to the other Contracting Party shall be deemed to have been delivered at the moment when the consignment has come into the possession of the addressee, unless its receipt has been refused by the addressee.
- 12.4. The legal relationship between the Seller and the Buyer based on the contract concluded under these Terms and Conditions is governed by Czech law, especially the provisions of the Civil Code or other legal regulations:
- law and data protection
  - Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data
- 12.5. The Buyer acknowledges that he expressly agrees to comply with these GTC, which he has duly read on the website, understood and undertakes to comply with.
- 12.6. The Seller is entitled to change these GTC and is obliged to publish them on its website immediately after the change.
- 12.7. These GTC are valid and effective from : 1.1.2023