



**GS TECHNIK spol. s r. o.**  
Orlov 15, 391 33 Jistebnice, Czech Republic  
tel.: +420 381 202 411  
fax: +420 381 202 429  
e-mail: info@gstechnik.cz • web: www.gstechnik.cz  
IČ: 46679294 • DIČ: CZ46679294

## GENERAL TERMS AND CONDITIONS

### 1. Contract Formation

- 1.1. These General Terms and Conditions (hereinafter referred to as the GTC) will apply to any sale of products and the related services provided by GS Technik spol. s r. o., company registration number: 466 79 294, with the registered office at Jistebnice - Orlov 15, post code 39133, (hereinafter referred to as the Seller) to the other contracting party that may include either a legal or natural person (hereinafter referred to as the Buyer) and to other contractual relationships entered into with each other by the contracting parties.
- 1.2. Goods mean stainless steel, cooled and heated equipment for gastronomic and other operations in a standardised and atypical design. Services mean in particular surveying and designing/3D visualisation, transport, installation and servicing.
- 1.3. In respect of a delivery of goods connected with services (surveying or, as appropriate, surveying and assembly) the Buyer agrees to send an order with the delivered "Information to surveying, instructions for consumers – provision of building readiness for the delivery and assembly of products of GS Technik, spol. s.r.o." that is always sent to it with a drawing for approval. Later claims due to a failure to respect or, as appropriate, become familiar with such documents will not be considered.
- 1.4. The contractual relationship between the contracting parties arises under a contract concluded by explicit and unconditional acceptance of an order of the Buyer by the Seller and/or explicit and unconditional acceptance of an offer of the Seller by the Buyer and/or by an agreement of the Buyer and the Seller regarding all conditions of the contractual relationship. Signature by the Seller of an issued order form, delivery note, bill of lading or an invoice where the application of these GTC is agreed is also deemed acceptance of an offer by the Buyer. An order of the Buyer must always be placed in writing. An order placed through email correspondence is also deemed a written form.
- 1.5. Representations made by the parties before the Contract Formation according to the previous paragraph become invalid upon the Contract conclusion; unless otherwise agreed in writing by both parties, only the provisions contained in the Contract and these GTC will apply.
- 1.6. Any changes, additions or specifications of the Contract are only possible based on a mutual written agreement of both parties; otherwise, they will not be considered.
- 1.7. These General Terms and Conditions will apply whenever the Contract or any other written arrangement between the parties does not contain any other regulation. Divergent written arrangements of the contracting parties take precedence over the provisions of these General Terms and Conditions.

### 2. Prices

- 2.1. The Seller undertakes to deliver the goods in the prices given in a specific quotation made to a specific Buyer or in prices according to the valid price list of the goods. Services are provided to the Buyer based on a valid price list of services or, as appropriate, based on an ad hoc quotation taking into account the requirements of the Buyer.
- 2.2. Unless otherwise agreed by the parties, the purchase price includes a simple transport package (cardboard, shrink wrap, boxing, repackaging by plastic strips, etc.), Czech instructions for operation and maintenance or, as appropriate, warranty card. The price does not include packaging of a more complex (e.g. chipboard boxes) or special (ad hoc protective structures, special packaging and treatment of stainless steel materials) type and pallets. Further, the price does not include costs of transport to the destination or transport-related costs (customs duties, fees, etc.). The price does not include bank charges. The prices are given without the value added tax (VAT) that the Seller is required to charge to the Buyer.

- 2.3. The price is charged in crowns (CZK) in the domestic market or in euro (EUR) in a foreign market, based on the current exchange rate valid at the time of contract conclusion, unless any other currency in which payment is to be made is agreed in the contract by the parties.
- 2.4. Until the order and order confirmation phase all quotations are non-binding, with validity limited to 30 days from their issue.

### **3. Terms of Payment**

- 3.1. The Buyer is required to pay the purchase price for the ordered and properly delivered goods or services in the agreed maturity dates or dates set by an invoice.
- 3.2. The Seller will issue an invoice under a concluded purchase contract; the Buyer is required to pay the invoice in the specified maturity date. The method of making the payment is determined by the invoice.
- 3.3. The Seller reserves the right to require before the delivery of the goods payment of an advance of the purchase price of the goods to be delivered and the right to deliver the goods only after the advance of the purchase price of those goods is paid.
- 3.4. If an invoice is not paid by the maturity date given in the invoice, the Buyer becomes default and the payment made after the maturity date is deemed late payment. In case of non-cash payment it applies that cashless payment is deemed made on the day of allocation of the respective amount on the account of the Seller given in the invoice.
- 3.5. If the Buyer is in default in the payment of the purchase price of the goods, the Buyer is required to pay to the Seller a penalty of 0.05 % of the amount due for each day of default. This is without prejudice to the right of the Seller for the compensation of all the damage or the right of the Seller to the interest on late payment in the statutory amount.
- 3.6. If the Buyer is default in the payment of the purchase price or if there are facts that could reasonably raise doubts regarding the financial standing of the Buyer, the Seller has the right to suspend the performance of the contract and the delivery of the goods and additionally require payment of an advance or provision of a guarantee or collateral. If an advance, guarantee or collateral is not provided by the required date, the Seller has the right to withdraw from the contract and require compensation of damage arisen in connection with the already initiated performance of the contract by the Seller. The Buyer agrees that the Seller is entitled to set off an advance already paid against the damages by the Buyer.

### **4. Title**

- 4.1. The Buyer becomes the owner of the goods upon their acceptance. If the buyer accepts the goods before the complete payment of the purchase price, the Title will pass to the Buyer only after the complete payment of the purchase price to the Seller.
- 4.2. If the transport of the goods to be sold is provided by the Seller, the same has fulfilled its obligation to deliver the goods to the Buyer by handing over the goods to the first carrier for transport.
- 4.3. The risk of damage to the goods will pass from the Seller to the Buyer by handing over the goods to the first carrier for their transport to the place agreed between the Seller and the Buyer. The damage to the goods incurred after the passage of the risk of damage to the goods to the Buyer does not affect its obligation to pay the purchase price, unless the Seller has caused the damage by an intentional breach of its obligation.

### **5. Delivery Terms**

- 5.1. Upon the conclusion of a contract or, as appropriate, in the order confirmation the Seller will notify the Buyer of the term of performance if the contracting parties do not expressly agree on such term themselves. The term of performance is determined depending on the extent of special requirements of the Buyer, in accordance with the production and technical possibilities of the Seller. If the Buyer does not agree with the specified term of performance and the contracting parties do not agree otherwise in writing, no contract will be concluded. If the Buyer does not notify the Seller in writing of its disagreement immediately after the order confirmation delivery, i.e. not later than 3 working days, the contract will be deemed concluded in the wording of the order confirmation by the Seller.
- 5.2. The Seller is also entitled to partial performance that the Buyer is obliged to accept.
- 5.3. The Buyer is entitled and obliged at the same time to accept the goods (hereinafter referred to as the subject of performance) in the term specified by the Seller or agreed by the contracting parties. If the Buyer is in delay in

the acceptance of the goods by more than 3 working days, the Seller is entitled to charge to the Buyer a storage fee of CZK 100 for each day of delay and the Buyer is obliged to pay such storage fee to the Seller. If the Buyer is in delay in the acceptance of goods by more than 10 working days, the Seller has the right to withdraw from the contract and the Buyer is obliged to pay to the Seller a penalty of CZK 100 for each day of delay. This is without prejudice to the claim of the Seller for damages.

- 5.4. Unless otherwise agreed by the parties, the headquarters of the Seller is the place of performance. The goods are deemed handed over to the Buyer when the Seller has enabled the Buyer to handle the goods and has properly notified the Buyer thereof, unless the parties agree on any other place and time of performance.
- 5.5. If the Seller is in delay in the handing over of the subject of performance by more than one month, the Buyer has the right to withdraw from the contract.
- 5.6. The Seller is not in delay in the handing over of the subject of performance if the delay is caused by force majeure or reasons arisen through no fault of the Seller and beyond its control (e.g. delay due to the necessity to provide replacement components; the supplier of materials cancels production of the given material; natural, economic and social events that make it impossible to the Seller to perform). In such a case the time of performance will be extended by the duration of the given event. If the Buyer is no longer interested in the contract performance due to a delay caused by circumstance given in this paragraph, the Buyer is entitled to withdraw from the contract. This does not apply to the subject of performance already delivered to the Buyer. However, the Buyer must assert its right to withdraw with the Seller without undue delay after learning of the circumstances causing a delay of the Seller, i.e. not later than 1 working day. Force majeure or any other similar reasons cannot be claimed by the Buyer as reasons entitling to claim sanctions against the Seller or to recover consequential damage.

## **6. Rights from Defective Performance**

- 6.1. The Seller is required to deliver the goods in the quantity, quality and designs agreed in the contract or any other written arrangement between the parties.
- 6.2. The Seller is liable for defects of the sold goods in accordance with the provisions of Act No. 89/2012 Coll., the Civil Code, unless otherwise provided by these GTC.
- 6.3. The technical data given by the Seller, included in promotional products or other materials preceding the conclusion of the actual purchase contract are only indicative. The Rights from Defective Performance may only and exclusively be asserted based on the technical parameters given in the contract or its annex or in other documents with accurately given specifications. A use of the goods outside the scope given in the documents above is a reason to reject the claims of the Buyer from the liability for defects.
- 6.4. The Buyer is required to inspect the goods as soon as possible after the passage of the risk of damage to the goods and check their properties and quantity. If the Seller provides transport of the goods, the Buyer may postpone the inspection until the goods are transported to the destination.
- 6.5. If the Buyer does not inform about a defect without undue delay after the same could have learnt it with a time inspection and adequate care, the claim from Defective Performance will not be admitted to the Buyer. In case of a defect resulting from incomplete delivery, delivery of goods other than ordered goods or delivery of a different quantity of goods the Buyer is required to notify the Seller of such defects immediately after the acceptance of the goods. Their later claiming will not be considered. The Buyer is required to notify the Seller of any defects resulting from improper quality of the delivered goods without undue delay after the acceptance of the goods, however, not more than 7 working days after the acceptance. The Seller is not obliged to consider any defects claimed later.
- 6.6. If the Right from Defective Performance is asserted, the Seller will inspect the goods and check the claimed defects. The Buyer is required to enable such a check.
- 6.7. The liability for defects does not apply to defects caused by improper use, transport, storage, processing or use other than usual use.
- 6.8. The Seller is not liable for damage caused to the Buyer, except damage caused intentionally or gross negligence of the Seller.
- 6.9. Further, the Seller is not liable for damage caused by an improper instruction of the Buyer regarding the design, assembly or installation of the goods, of the inappropriateness of which the Buyer was explicitly notified by the Seller, however, despite that, the execution of such an instruction was required by the Buyer.

## **7. Governing Law and Legal Regime**

- 7.1. The contractual relationships established based on concluded purchase contracts and other relationships related with such contracts will be governed by the laws of the Czech Republic.
- 7.2. By the conclusion of a contract between the Seller and the Buyer the contracting parties accept that their mutual contractual relationship as well as all the rights and obligations related that relationship will be governed by Act No. 89/2012 Coll., the Civil Code.

## **8. Prorogation Arrangements**

- 8.1. If any disputes arise between the contracting parties from or in connection with the purchase contracts and in connection with their definition, cancellation, invalidity or interpretation, the District Court in Tábor will be the court competent in such disputes.

## **9. Validity and Effectiveness**

- 9.1. These GTC will become valid and take effect on 1 September 2020. The valid wording of the GTC is available in the headquarters of the Seller and published on the website of the Seller at <http://www.gstechnik.cz>.
- 9.2. The Seller is entitled to cancel, change or modify the GTC at any time. The Seller is obliged to publish the valid version of the wording of the GTC on its website. The Seller is also obliged to archive the versions and give the term of their validity.
- 9.3. The legal relationships between the Seller and the Buyer from a contract will always be governed by the GTC in effect at the time of conclusion of the contract, unless otherwise agreed by the parties in writing. The legal relationships or other related matters not covered by the GTC will be governed by the provisions of Act No. 89/2012 Coll., the Civil Code.
- 9.4. If, either before or during their effect, any part of these GTC becomes conflicting and invalid as a result, other provisions of these GTC will not be affected and will continue to apply. If any provision of these GTC is invalid, a legal provision closest to the original provision in terms of the meaning will be used to replace it.
- 9.5. The Complaints Procedure is attached to these GTC, being their integral part.