

# Terms & Conditions of IGM nástroje a stroje s.r.o. for Commercial Buyers

## 1. Introduction - key terms

All contractual relationships are concluded in accordance with the rule of law of the Czech Republic. These terms and conditions for commercial buyers regulate rights and responsibilities on the basis of the purchase agreement, or in connection with it between the seller IGM nástroje a stroje s.r.o., residing in V Kněžovce 201, Tuchoměřice Praha-západ, registered in the Czech Republic at the Municipal Court in Prague with the number C/50931, company registration No. 25114727, VAT ID CZ25114727 further referred to as „seller” on one side and the commercial buyer on the other. The commercial buyers are individual or legal persons operating within the rules of the Trade Licensing Act or other special law or a state and public institution and organization that deals with the seller for business reasons or in the independent exercise of their profession, hereinafter referred to as the “buyer”.

The subject of the purchase are the goods specified in the purchase contract (hereinafter referred to as „goods”).

These terms and conditions exclude the use of all other terms and conditions, that may have been mentioned or referred to in any announcements or previous dealings of the parties to a contract. In a case of any difference between these Terms and conditions and a Contract, the assessments of the Contract are the deciding factor.

## 2. Order and contract conclusion

The buyer can order goods and enter into the contract personally in the customer centre, via a telephone, email or through the internet shop. The buyer can edit or change all orders placed within the internet shop at will before submitting them, through their profile on the website of the seller.

The Purchase Agreement is created when the Buyer sends an order and the Seller confirms the order. Confirmation of the order is a contract and can only be changed or cancelled in writing by agreement of the parties.

In a case of a change in an order, that has already been confirmed by the Seller, the changed order is binding for both parties when the confirmation of the change is confirmed by the seller. The seller does not have to accept the change of the order in a situation when the goods have already been transferred for transport, or have already been altered to suit the needs of the buyer or when they are custom made for the buyer. In case the commercial buyer cancels an already confirmed order by the seller, and that even after a previously mentioned reasonable non-acceptance of the change of a binding order by the seller, the seller can demand compensation in regards to stipulated damages of up to 15% of the price of the goods, the percentage depending on the state of the order. The right of the seller for compensation for other potential damage remains even after the buyer pays for the above-mentioned damages.

The buyer is obliged to enclose any necessary details needed for fulfillment of the order (like the means of delivery, the buyer's information according to his ID or to a statement from a public register, mailing address, billing information) as well as a Business ID or a Company Registration No. and VAT ID, in a case they are a VAT payer.

When exporting out of Czech Republic into other states in the EU, the commercial buyer, registered to pay their VAT and registered in the Intrastat system, can ask the seller, in a written form, for a possibility of deliveries with a 0% of VAT. The seller can confirm the order with a 0% VAT for a foreign commercial buyer, after positive verification of the registration number.

By submitting an order, the buyer confirms that they are familiar with these Terms and Conditions, including Warranty Conditions, and that they agree with both. These business Terms and Conditions are visibly placed on the seller's website [www.igm.cz](http://www.igm.cz) and on its language varieties. These conditions are an integral part of a concluded contract.

The seller reserves the right to refuse an order or its parts before closing a purchase agreement in these situations: depletion of inventory, the goods are no longer being made or delivered, a mistake in listed price or the buyer's payment is delayed. In case the buyer has already paid a part of the price or the full price for the product, this amount will be transferred back to their account or address. Gifts that are completely free of charge, are not subject to the purchase agreement.

## 3. Price lists and prices of goods

Unless explicitly stated otherwise, the prices of the offered goods are stated without the value-added tax, with the value-added tax and do not include the packaging costs, insurance or delivery by the carrier of your choice.

When ordering via the website, the price in the time of the order is the valid price. When ordering via telephone, the price listed by the operator is the valid price. In case of doubt, the price on the website is in accordance with the current offer.

The seller reserves the right to categorize the buyers, who register with the seller as registered customers. These buyers purchase selected items for special prices after signing in with their e-mail address and password.

The seller reserves the right to change prices on the website or in a catalogue without notice at any time. If a purchase agreement has already been concluded, the buyer will be informed about the change via a one-sided written notice. If the buyer does not agree with the price increase, they are entitled to withdraw from the contract.

Unless stated otherwise, all offers are valid for two weeks from release or until stocks last. For orders at a later date and/or repeat orders the buyer cannot ask for previously listed prices.

## 4. Terms of delivery

Goods in stock are reserved and prepared for delivery to the buyer, or to be picked up in person, within 1-5 days after the order is confirmed. Goods that are not in stock are listed with a presumed date of delivery. In case the delivery date is unknown at the time of the order confirmation, it is assumed the goods will be delivered within 4 weeks at the latest.

The delivery date listed in the offer or contract is purely informative and the seller is not responsible for any damages that may arise in an event of a delayed delivery to the estimated delivery date.

The Means of delivery depend on the buyer as they choose the means of delivery when placing an order. If the means of delivery are not stated by the buyer, the seller picks the suitable means of delivery themselves. The goods, depending on their nature can be delivered by parcel or pallet delivery service to the buyer, or the buyer can simply pick up the goods personally in one of the seller's customer centres. The current prices for delivery by parcel or pallet transport services are listed in the section About Purchase / “Delivery” on the website of the seller.

The buyer is entitled to refuse to accept the delivered goods which are clearly damaged or have corrupted packaging in a way that it raises a reasonable belief that the goods have been damaged (also applies to cases when it is visible that the package has been exposed to weather or water). If the buyer still wants to accept the goods, because not always does appearance of the package has to have an impact on the goods inside, he can do so but has to draw up a protocol of shipment damage or has to document the defect appropriately. If the buyer should, after delivery and unpacking, find out about damage caused by transport, then it is necessary to notify the seller without delay within 24 hours at the latest. The seller will then inform the buyer about the next steps and a settlement of the claim with the carrier.

The buyer is obliged to review the goods as soon as possible after the goods have been received, but within 24 hours after the takeover at the latest, and report any damage or inconsistency with the contract to the seller within 24 hours after the takeover at the latest.

If the buyer requests the goods to be sent via a courier service, the delivery is considered completed upon handover to the first carrier on the way to the buyer. In case of personal takeover of the goods, the goods are considered delivered, when they're available for the buyer in the seller's customer centre. The same applies in case of the buyer's courier service pick up on the premises of the seller. The buyer will provide the seller with identification information of the courier service.

Risk of damage to the goods and any related third-party liability is transferred to the buyer at the moment of delivery completion.

The buyer acquires ownership of the goods upon full payment of the purchase price or at the moment of delivery of the goods (at the moment, which occurs later). If the goods are still owned by the seller and the buyer fails to fulfil the agreement, then the seller can re-take

possession of the goods. Until the ownership is transferred to the buyer, the buyer is obliged to take care of the goods that have been delivered to them on their own expense, as if they were the storage handlers and are not allowed to manipulate with it in any way nor are they allowed to use it or to interfere with it. The same applies to a situation when the seller for any reason whatsoever again becomes an owner of the buyer's goods.

## 5. Terms of payment

The Purchase price for delivered goods may be paid as preferred by the buyer, either in cash or with a credit card when taking over the goods in the customer centre of the seller, or with cash on delivery or with a credit card (may differ by country) when the goods are delivered by a courier service, or a bank transfer in advance on the basis of a pro-forma invoice, issued by the seller upon a request from the buyer. Other payment terms can be agreed upon individually and only in a written form. Current fees for various payment options are listed in the section About Purchase/“Methods of Payment” on the website of the seller.

When paying via bank transfer, the purchase price is paid only when the full purchase price (eventually a part of a price for an individual part of the delivery) is delivered to the seller's bank account. The seller is entitled to demand any late charges from the buyer at a prime interest rate set by the Czech National Bank increased by 8 percentage points. If partial claims are not paid back, or there is a motion to initiate insolvency proceedings towards the assets of the buyer, the seller is authorized, with an immediate effect, to declare all unpaid debts as payable.

An administrative fee of 6,40 € excl.VAT can be charged for each payment notice. In case of settlement of the obligation by the legal way, an administrative fee of 385 € excl.VAT will be charged.

If the buyer orders custom made goods or a nonstandard quantity of goods (different for each product according to its nature) or goods that the seller does not have in stock, the seller can ask the buyer for a deposit payment at an agreed amount, even though the seller's website made it possible for the buyer to pay on delivery or by a credit card. In that case, the buyer has the right to rescind the contract.

In case the buyer paid a deposit on the purchase price of goods supplied on order, the deposit is non-refundable. The buyer is allowed to demand the deposit only in the event of a withdrawal by the buyer on the basis of force majeure or exclusively because of the seller.

In case of a delay, the seller is entitled to compensation for any reasonable costs aimed to recover an owed amount by the buyer. In case the goods are returned, the seller is entitled to bind the refund of Purchase price onto an approval of tax credit by the commercial buyer.

## 6. Liability for defects and warranty

The seller offers a statutory warranty - liability for defects for 6 months from the date of issuance of the sales receipt, in a one-shift operation. Beyond the statutory liability for defects, the seller also provides the buyer with a voluntary additional warranty of 18 months from the date of issuance of the receipt. That is 24 months of warranty in total from the date of receipt issuance. The conditions of the warranty are listed in the “Warranty conditions”.

The buyer must immediately inspect and check the goods without unnecessary delay and, in writing, claim for any defects in detail to the seller of goods and must also stop using the goods.

If the buyer doesn't notify the seller in time, they will lose the right to withdraw from the contract.

In the event of a defect, the seller will resolve the buyer's claim as they deem fit and that either by repairing, exchanging goods (or its faulty parts) or by lowering the price. Any goods returned to the seller, which cannot be repaired, belong to the seller. Any claims for damages are excluded.

The buyer has to provide the seller with reasonable time to repair any malfunctions; otherwise claims for any defects expire. If it's not possible, within the period for malfunction removal, set reasonably in all circumstances, to produce any kind of remedy, the buyer can withdraw from the contract or can ask for a discount of the purchase price. The buyer is not allowed to withdraw from the contract, in case of only minor defects.

Transportation costs and other costs for replacement or

refund of goods apply to the buyer. It is expressly agreed, that in case of a defect of an item, the buyer is not allowed to ask for compensation for transportation costs of goods to and from the seller. The seller is also not responsible for the buyer's lost profits, or for any indirect losses due to the defects of the goods.

The buyer is obliged to strictly adhere to the operating instructions supplied with the goods. In the event of non-compliance with the manual, a responsibility of the seller is non-existent. The agreed properties of the goods or services, which the seller is obliged to ensure, stem solely from contractual agreements with the buyer, not from praise of the subject of the purchase, advertisement, fliers etc. In case of an unauthorized claim, the buyer is obliged to pay all costs that the seller incurred as a result of an unjustified claim, including payment for work of the seller's technicians in the amount corresponding with the price of services according to the current price list of the seller.

## 7. Seller's claim for compensation for use

Should the buyer return the item due to resignation or defaults, the seller is entitled to compensation for the up to now use of the item, as well as the costs of returning it to its previous condition. The technical and optical condition of the item will be taken into account when calculating the claim for compensation. The payment for use is not less than 30% of the net Purchase price, and also 4% of the total price for each initiated calendar month.

## 8. Limitation of Liability

The responsibility of legal representatives, authorized persons and employees of the seller to the buyer is except cases of bad intent or gross negligence excluded. It is agreed, that in a case of damages as a result of the seller's actions, there is no liability on the side of the seller until the price of an item has been completely settled. Should a liability arise, it will be furthermore limited by the price of the subject of the contract.

## 9. Reservation of ownership

The goods remain in the ownership of the seller until full payment of the purchase price including all related receivables has been settled.

In the case of another sale, the buyer will before completion of the purchase settle any due receivables they might have towards the seller. The buyer shall notify the seller in writing to confirm the assignment of claims.

In the case of an intervention by a third party, especially when the subject of purchase is sequestered, the buyer is obliged to immediately notify the seller and simultaneously notify the third party of the seller's reservation of ownership. The commercial buyer settles all costs that have to be expended on cancellation of the subject's seizure and its re-obtain. While the reservation of ownership lasts, the sale, seizure, transfer of ownership, lease, or other dealings with the subject of purchase damaging the seller, are possible for the commercial buyer only with a previously written consent of the seller. In the case of a breach of the obligations by the buyer referred to in this paragraph, the seller has the right to withdraw from the contract. During the period of reservation of ownership, the buyer is entitled to hold and use the goods.

## 10. Withdrawal from contract

The seller is allowed to withdraw from the contract if the delivery of goods becomes impossible, also in case the seller, after an order confirmation, discovers, in a credible way, certain facts that may lead them to believe that goods offered do not meet the legal conditions for their sale on the market or do not meet proper safety requirements, or the goods that the seller has available start showing proof of defect not caused by the seller, when the seller is not able to deliver the goods in its minimum regular quality.

Regardless of other statutory and contractual reasons, the seller is entitled to withdraw from the contract if: the buyer provided the seller with incorrect information about their creditworthiness, stops their payments or partial payments, insolvency meetings have been commenced against the buyer, or economic conditions deteriorate so much, that it is unreasonable to ask the seller to be bound by the contract.

Delay of delivery on the seller's part is considered an irrelevant breach of contract. However, should the seller fail to deliver the goods even in a new period that was agreed upon, then the commercial buyer is entitled to withdraw

from the contract, this withdrawal has to be in writing and must be delivered to the seller.

The seller is entitled to withdraw from the contract because of delay with the payment of the purchase price or as a result of the repeated failure of the buyer to cooperate in the delivery of the goods, in which case the seller's right to compensation is not affected.

The commercial buyer is not authorized to withdraw from the contract for the reason of delay on the part of the seller if they have received a message informing them that the fulfillment of obligations, has already been sent to their address. In case the goods are delivered in a packaging, that has been destroyed by the buyer, and the goods can no longer be sold as new, the seller is entitled to a compensation for the devaluation of goods where the amount of impairment is determined as the difference between the purchase price at which the goods were sold at and the purchase price at which goods may be sold as used.

There is no right of withdrawal when goods that have been manufactured according to the buyer's specifications are concerned, or when goods are impossible to send back.

## 11. The Competent court and law applicable

The Contracting Parties recognize the authority of the Czech courts. The legal relationship between the parties is governed by the Czech system of law. The buyer is not entitled to set-off unilaterally any rights against the seller's claim. The rights and obligations of both parties not governed by a Contract or these Terms and Conditions are governed by Czech law.

The use of the United Nations Convention on the International Sale of Goods (CISG) is excluded.

The commercial buyer is not allowed to assign any rights and claims of the contract under any third party without previous written consent of the seller.

## 12. Complaints and final provisions

The seller handles customer complaints on the e-mail address sales@igmtools.com. The information about complaint handling will be sent to the buyer's e-mail address in due time.

The seller is entitled to sell goods on the bases of a trade license. The Trade Licensing office carries out a competent trade inspection. The Office for Personal Data Protection supervises privacy and personal information. The Czech Trade inspectorate carries in a specific range among other things the supervision over compliance with Act no. 634/1992 Coll., on consumer protection, as amended.

The buyer agrees that the data obtained by the seller in connection with the contractual relationship, i.e. Information specified in the order, may be used for marketing and business purposes and that way to make them accessible to third parties cooperating with the seller on marketing operations, all this while respecting valid regulations, especially the Act no. 101/2000 Coll. on privacy. The buyer's consent can be withdrawn at any time by a specifically written declaration sent to the seller. Details regarding this issue are listed on the website of the seller.

The contract is concluded in the Czech language and in the languages of the seller's e-shop. All translations into foreign languages are purely informative and in a case of inconsistencies between the Czech version and the translated one, the text of the Czech language is prioritized except the amount and currency of administration fees.

## 13. Trademarks, patents and intellectual property

The Buyer explicitly acknowledges and states that by entering this contract and subsequently realizing it, does not grant them or provide them with rights to any patents, trademark, business name (of the company), logos or any other subject of intellectual or industrial property that the Seller owns or uses or that relate to the items that are the subject of a purchase.

The Seller reserves all rights to all intellectual property, including texts, pictures, illustrations, trademarks, graphic designs and other works in their online store and catalogues and any and all correspondence from the seller to the buyer. These are protected by copyright laws and treaties and are owned by the seller or their suppliers.

Any correspondence between the seller and the buyer is personal and is confidential and must be handled in

this way. This means that it may not be published or distributed, in part or in full form without prior written consent.

The Buyer undertakes not to do or allow anything that could be in any way detrimental to the seller's reputation or could adversely affect the rights, validity or value of intellectual or industrial property owned or operated by, or relating to, to goods that are subject to purchase under a contract.

## 14. Other provisions

Amendments and additions to these Terms and Conditions must be in a written form to be effective. The requirement of a written form may also be waived only in writing.

The seller is entitled to transfer all rights and obligation, including those arising from these Terms and conditions, onto an authorized dealer thus opting out of these obligations. In accordance with this change, the place of any operation shifts to the residency of the authorized dealer. The buyer must be immediately informed of this.

The invalidity or ineffectiveness of individual provisions does not imply inefficiency nor invalidity of the remaining provisions.

The buyer expressly declares that they are thoroughly acquainted with these General Terms and Conditions and Warranty Conditions and that they fully understand them.

These Terms and Conditions come into effect on the 16th of August 2016 and fully cancel the preceding Terms and Conditions.

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