

**General Terms & Conditions of trading****Texotech s.r.o.**

IČO: 29381339

DIČ: CZ29381339

Address: Řimice 75, 78321 Bílá Lhota, Companies house registered at KS Ostrava, part C, insertion 45486 valid since 01.01.2019

**I. General provisions**

These general terms and conditions of trading apply to all Texotech s.r.o. business relationships as well as all customers and their sales. Unless otherwise agreed in writing by both parties, the use of the general terms & conditions of purchase, or any other terms issued by the customer, or to which it refers, is expressly excluded. Those general terms & conditions of trading currently apply to all transactions between Texotech s.r.o. and customers, even without a special link.

Any differences from general terms & conditions of trading must be processed in writing in the form of an amendment by mutual agreement. Unilateral changes and amendments to the general terms & conditions are void.

Customer's sales or purchase terms sent in an attachment with the order have no validity unless the seller and the buyer agree otherwise in the form of a written amendment.

Texotech s.r.o. has the right to change their terms & conditions of trading without any prior customer notice. Current version of General terms & conditions of trading is available on internet [www.texotech.eu](http://www.texotech.eu)

**II. Price and payment terms**

The goods purchase price is determined by an agreement of the parties. The goods purchase price is always understood to be price without VAT. The cost of the standard packaging and marking of goods is included in the price of the product. It must be clearly stated in the purchase contract or attachment if the price is inclusive of shipping cost.

The Seller is entitled to invoice the goods on the day the goods were handed over to the Buyer or the Courier company.

Standard terms of payment are 30 days from day of purchase unless agreed otherwise. The purchase price is paid on the day of crediting it to the Seller's account.

In case of late payment, the buyer is obliged to pay 0.03% daily late penalty fee of the outstanding amount until the invoice is settled. Payment of the late penalty fee does not affect seller's right to damages.

When ordering specialized products, that are not for sale to other customers, the seller is entitled to require the buyer to pay in advance (advance payment) for the delivery of goods.

The Seller is entitled to suspend the delivery of goods if the buyer is in arrears with the payment of invoices or obligations, including disputed, or other conditions, the fulfillment of which is contractually agreed. In this case, the buyer is not entitled to compensation for damage caused by suspended or cancelled deliveries of goods.

**III. Delivery terms and delivery dates**

Deliveries of goods are carried out according to the valid INCOTERMS conditions.

The seller is obliged to hand over the documents to the buyer in time and in a manner that allows him to take over the goods.

In the event of the buyer's delay in accepting the contract goods, the seller is entitled to charge the buyer a contractual penalty of 0.07% of the purchase price of the goods with which the buyer is in default for each calendar month.

The buyer is obliged to cover seller's damage incurred as a result of the production of the agreed goods to be delivered to him under the

concluded purchase contract due to the buyer's cause.

The seller is entitled to suspend the delivery of goods if the customer is in arrears with the payment of invoices or obligations, including disputed, or other conditions, the fulfillment of which is contractually agreed. In this case, the customer is not entitled to compensation for damage caused by suspended or canceled deliveries of goods.

§ 412 section 3 of the Commercial Code, the date on which the seller approached the buyer to take delivery is fulfilled and the seller is entitled to invoice it.

In the event of bankruptcy or liquidation on the buyer's part after the conclusion of the purchase contract, the seller is entitled to refuse to fulfill the purchase contract. Seller has the responsibility of notifying buyer in writing. In this case, the buyer is not entitled to claim goods/services under this purchase contract.

**IV. A conclusion of the contract**

Tenders submitted to the customer are not binding and can not be understood as acceptance of a contract.

By placing an order, the customer irrevocably agrees with these General Terms & Conditions of trading, unless otherwise agreed in writing between the parties. The contract is created by confirming purchase order or by providing purchase order in writing via fax or email.

Unless agreed otherwise in writing, Texotech s.r.o. decides to accept or reject the order at its own discretion, regardless of previous customer relationships.

**V. Product**

Product quality is determined by the Texotech s.r.o. for individual standards, unless another specification is agreed between the parties. The number of defects allowed for the 1st choice is given by the internal document "classification of technical fabrics". The types and numbers of defects are adopted according to the original ČSN 80 4609

Samples are purely informative and not relevant as specifications.

**VI. Reservation of ownership**

All delivered goods remain in seller's ownership until buyer pays the purchase price in full.

Customer is entitled to sell the goods supplied by the seller with retention of title in the course of its business until further notice and to charge the purchase price for its sale. Seller is entitled to withdraw this authorization at any time.

**VII. Warranty and defect claims**

Seller guarantees that the delivered goods will be free from defects and will comply with the legal requirements, requirements specified in the order, required technical parameters and purpose of use.

Unless otherwise agreed, the seller provides a 24-month warranty on the quality of the goods from the date of delivery. The guarantee of quality warrants that the goods will be fit for the purpose specified for and for the purpose for which the customer ordered the goods as well as meeting technical standards for the duration of the warranty.

Seller shall not be liable for defects in the goods which the buyer knew about at the time of purchase or given circumstances in which the contract was concluded, had to know, unless the defects relate to the characteristics of the goods which the goods were to have under the contract. Buyer is obliged to inspect the goods within 15 days of receipt.

In the case of defective goods, buyer is obliged to submit a written report via registered mail addressed to the seller within 10 calendar days from the expiry of the period for inspection as per above paragraph.

Otherwise, the parties to the contract are governed by the provisions of Section 422 et seq. commercial Code.

**VIII. Packaging material**

If the seller is landing out returnable packaging, goods rollers etc to the buyer, seller is obliged to state this fact in the purchase order, delivery note or sales invoice. As per terms & conditions buyer has 60 days from date of expedition to return the packaging. The expenses involved with returning the packaging, goods rollers are covered by buyer unless agreed otherwise.

If the packaging is not returned within the agreed 60 days cost of those will be charged to buyer.

**Ways to use or remove unused parts of the products.**

**IX. Unforeseen circumstances**

In the event of unforeseen events such as defects, delayed or defective supply of suppliers, strikes, fuel shortages, energy closures, and other labor disputes concerning the party or its suppliers, the consequences of natural elements, floods, fires or other disasters ( extraordinary circumstances ) the affected party is not in delay with the performance of its obligations under the contract for the duration of such an obstacle.

Party that is affected by unforeseen circumstances shall inform the other party without delay of the nature and expected duration of the circumstance. Both parties agree on any measures to mitigate the consequences of the event. If the circumstance persists for more than three months, either party is entitled to withdraw from the contract excluding any further claims.

Packaging materials will be used within the System of recovery of packaging waste EKO-KOM, to which Texotech s.r.o.is involved under client number F06170005.

If the buyers do not return the packaging, it will be used for transport to the waste disposal sites or will be removed by depositing them in a landfill, energy recovery or incineration.

**X. Governing law and dispute resolution**

The contractual relationship between Texotech s.r.o. and its customers is governed by the law of the Czech Republic as stated by Commercial Code. If the customer is a person of foreign law, the parties hereby exclude the scope of the UN Convention on Contracts for the International Sale of Goods (published under No. 160/1991 Coll.) Any disputes will be decided in Prague by the Arbitration Court attached to the Economic and Agrarian Chamber of the Czech Republic according to its Rules and Rules by three arbitrators. The judge can only be person with University degree status.

**XI. Final arrangements**

Other terms and conditions of trading not stated within this document are governed by Commercial Code of conduct.

Rimice: 01.01.2019

Prepared by: Lenka Subrtova  
Project Manager

Agreed by: Jiri Kratochvil  
Managing Director

Texotech s.r.o.

