



**STANDARD TERMS AND CONDITIONS  
FOR SUPPLY OF GOODS AND SERVICES  
OF  
VYDOS Bohemia, s.r.o.**

## **1 DEFINITIONS**

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Proposal Document;

1.2 "Customer" means the organisation or person who purchases goods and Services from the Supplier;

1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.4 "Proposal Document" means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;

1.5 "Supplier" means VYDOS Bohemia, s.r.o., Archeologická 1881, 155 00 Praha 5, Czech Republic;

## **2 GENERAL**

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Proposal Document which shall specify the goods and services to be supplied and the price payable. The Customer shall notify the Supplier within seven days if the Customer does not agree with the contents of the Proposal Document. All Proposal Documents shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

## **3 PRICE AND PAYMENT**

3.1 The price for the supply of goods and services are as set out in the Proposal Document. Unless otherwise stated in the Proposal Document, the payment terms are 30 days from date of invoice.

3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice and are non-refundable. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of two percent per annum above the base rate of the Czech State Bank. In the event that the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

3.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

3.4 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Supplier which is due to any circumstances beyond the reasonable control of the Supplier (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Customer.

3.5 The price is exclusive of any applicable value added tax.

## **4 SPECIFICATION OF THE GOODS**

4.1 All goods shall be required only to conform to the specification in the Proposal Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

4.2 Any advice or recommendation, given by the Supplier, its employees or agents to the Customer as to the storage, application or use of the goods which is not confirmed in writing by the Supplier is followed or acted upon entirely at the Customer's own risk. The Supplier shall not be liable for any such advice or recommendation which is not confirmed in writing by a Director of the Supplier.

4.3 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any order and for giving the Supplier any necessary information relating to the Goods to enable the Supplier to perform the contract.



## 5 DELIVERY

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

5.2 If the Customer fails to take delivery of the goods or fails to pay for the same in full or fails to give the Supplier adequate delivery instructions (otherwise than by reasons beyond the Customer's reasonable control or by reason of the Supplier's fault) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

5.2.1 store the goods until actual delivery and charge the Customer for the reasonable costs (including insurance) or storage; or

5.2.2 sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the contract.

5.3 All risk in the goods shall pass to the Customer upon delivery.

## 6 TITLE

6.1 Notwithstanding delivery and the passing of risk in the goods, the property in the goods shall not pass to the Customer until the Supplier has received in full the price of the goods.

6.2 Until such time as the property in the goods passes to the Customer (and provided the goods are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Customer to deliver up the goods to the Supplier and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the goods are stored and repossess the goods.

## 7 CUSTOMER'S OBLIGATIONS

7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

7.1.1 co-operate with the Supplier;

7.1.2 provide the Supplier with any information reasonably required by the Supplier;

7.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and

7.1.4 comply with such other requirements as may be set out in the Proposal Document or otherwise agreed between the parties.

7.2 the Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.

7.3 in the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

7.3.1 the Supplier shall have no liability in respect of any delay to the completion of any project;

7.3.2 if applicable, the timetable for the project will be modified accordingly;

7.3.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

## 8 ALTERATIONS TO THE PROPOSAL DOCUMENT

8.1 The parties may at any time mutually agree upon and execute new Proposal Documents. Any alterations in the scope of goods and/or services to be provided under this Agreement shall be set out in the Proposal Document, which shall reflect the changed goods and/or services and price and any other terms agreed between the parties.

8.2 The Customer may at any time request alterations to the Proposal Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.

8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Proposal Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.



## 9 WARRANTY

9.1 No warranty is given in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing) and misuse or alteration or repair of the goods without the Supplier's approval.

9.2 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

9.3 The Supplier shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.

9.4 Except as expressly stated in this Agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

9.5 The Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the goods has not been paid by the due date for payment.

9.6 The above warranty does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Supplier.

9.7 Except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 513/1991Sb.), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.8 Any claim by the Customer which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall be notified to the Supplier on completion of the acceptance test. If the Customer does not notify the Supplier accordingly, the Customer shall not be entitled to reject the goods and the Supplier shall have no liability for such defect or failure and the Customer shall be bound to pay the price for the goods.

9.9 Where any valid claim in respect of any of the goods is notified to the Supplier, the Supplier shall be entitled to replace the goods free of charge or, at the Supplier's sole discretion, refund to the Customer the price of the goods, but the Supplier shall have no further liability to the Customer.

9.10 The above warranty should be considered in addition to those defined in the specification.

## 10 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Proposal Document infringes a patent, copyright or trade secret or other similar right of a third party.

## 11 LIMITATION OF LIABILITY

11.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.

11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

11.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

## 12 TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

12.4 the other party ceases to carry on its business or substantially the whole of its business; or

12.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.



## **13 INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

## **14 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

## **15 INDEPENDENT CONTRACTORS**

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Proposal Document.

## **16 ASSIGNMENT**

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

## **17 SEVERABILITY**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

## **18 WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

## **19 NOTICES**

Any notice to be given by either party to the other must be served by personal service or by post to the address of the other party given in the Proposal Document or such other address as such party may from time to time have communicated to the other in writing. It shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

## **20 ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

## **21 NO THIRD PARTIES**

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## **22 GOVERNING LAW AND JURISDICTION**

22.1 This Agreement shall be governed by and construed in accordance with the law of Czech Republic and the parties hereby submit to the exclusive jurisdiction of the Czech courts.

22.2 The Right of Third Parties shall not apply to this contract and no person who is not a party to this contract (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this contract pursuant to the provisions.

22.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.