



# ELEKTRON – ETTO, s.r.o.

## manufacture of electric resistance heating elements

### General Business Terms and Conditions

of the trading company ELEKTRON-ETTO, s.r.o., with its registered office at Hustopeče nad Bečvou, Školní 185, postcode 753 66, Company ID 269 06 040, entered in the Commercial Register maintained with the Regional Court in Ostrava, Section C, File No. 40028

#### 1. Introductory provisions

These General Business Terms and Conditions (hereinafter referred to as “GBTC”) have been issued by the company ELEKTRON-ETTO, s.r.o., with its registered office at Hustopeče nad Bečvou, Školní 185, postcode 753 66, Company ID 269 06 040, entered in the Commercial Register maintained with the Regional Court in Ostrava, Section C, File No. 40028.

Upon confirming these GBTC carried out by the buyer either in its purchase order of requested goods or by including its consent in the purchase agreement, these GBTC shall become an integral part of the concluded purchase agreement and their changes can be made based on the agreement of both parties only in writing.

If any anomalous arrangements are agreed in the purchase agreement, they take precedence over the provisions of these GBTC. By this provision any rights and duties arisen for the period of effectiveness of the previous wording of the business terms and conditions shall not be affected.

These GBTC shall also become a part of the purchase agreement if the seller makes reference to them in any of the delivery documents issued by the seller for the provided delivery of goods.

Similarly, these GBTC become a part of the purchase agreement if the buyer concludes with the seller a long-term (general) agreement defining the validity and binding effect of these GBTC for the contracting parties for the agreed period.

#### 2. Conclusion of the purchase agreement

Any presentation of goods provided by the seller shall be of an informative character and the seller shall not be obliged to conclude the purchase agreement regarding these presented goods.

For ordering of goods, the buyer shall specify in particular the following information in its purchase order:

- goods being ordered (in particular model number, implementation, quantity)
- method of payment of the purchase price for goods
- requested method of delivery of the ordered goods and any costs related to delivery of the goods

The sending of the purchase order shall be considered to be such act of the buyer indubitably identifying the goods being ordered, purchase price, the person of the buyer, the method of the payment of the purchase price and thus is a binding draft purchase agreement for the contracting parties.

The seller shall confirm to the buyer immediately after receiving a purchase order in writing or via e-mail the fact that the seller has received the purchase order.

The seller shall always be authorized, according to the character of the purchase order (with details of the quantity of goods, the purchase price, estimated transport costs), to ask the buyer for additional confirmation of the purchase order (e.g. in writing or by phone).

The draft purchase agreement in the form of the purchase order shall have the validity period of thirty days.

The contractual relationship between the seller and the buyer shall arise upon the delivery of acceptance of the purchase order sent by the seller to the buyer by written post or e-mail.

If any of the requirements specified in the purchase order cannot be fulfilled by the seller, the seller shall send the amended offer to the buyer with the specification of possible variants of the purchase order and the seller shall request the buyer’s opinion.

The amended offer shall be considered to be the new draft purchase agreement and in such case the



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purchase agreement shall be concluded with the buyer's acceptance.

The buyer declares that it agrees with using remote means of communication in the conclusion of the purchase agreement. Any costs incurred to the buyer in using remote means of communication in relation to the conclusion of the purchase agreement shall be borne by the buyer.

### **3. Price of goods and conditions of payment**

The price of goods and, where applicable, costs related to the delivery of goods under the purchase agreement can be paid by the buyer to the seller via noncash transfer to the seller's account No. 189158951/0300 maintained with ČSOB Valašské Meziříčí (hereinafter referred to as the "seller's account").

Together with the purchase price, the buyer shall also be obliged to reimburse the seller for any costs related to packaging and delivery of goods at the agreed amount.

In the case of noncash payment, the buyer shall be obliged to pay the purchase price of the goods together with the specification of the variable symbol of the payment. In the case of noncash payment, the buyer's obligation to pay the purchase price shall be fulfilled at the moment of crediting the respective amount to the seller's account.

The seller shall issue a tax document – invoice to the buyer regarding payments made based on the purchase agreement.

### **4. Transport, delivery and take-over of goods**

If the method of transportation has been agreed based on a special requirement of the buyer, the buyer shall bear any risks and, where applicable, additional costs related to this method of transport. If the seller is obliged to deliver goods under the purchase agreement to a place determined by the buyer in the purchase order, the buyer shall be obliged to take over the goods in this place upon delivery.

Upon taking over goods from a carrier, the buyer shall be obliged to check the integrity of the packaging of the goods and, in the event of any defects, to report them immediately to the carrier.

### **5. Rights from defective fulfillment**

a) The seller shall be responsible to the buyer for the fact that the goods are free of any defects upon their take-over. In particular, the seller shall be responsible to the buyer for the fact that at the time when the buyer has taken over the goods:

- the goods have such characteristics as agreed upon by the parties, and if any arrangement is missing, the goods have such characteristics that the seller or the manufacturer described or that the buyer expected with respect to the nature of the goods and based on advertising performed by it,
- the goods are fit for the purpose specified by the seller for their use or for which goods of this type are usually used,
- the goods are in the appropriate quantity, extent or weight and the goods meet the requirements of legal regulations.

b) To the extent of the aforementioned responsibility, the seller shall provide the buyer with a guarantee of quality for the goods sold by the seller for a period of six months from handing over the goods to the buyer.

c) Rights from faulty performance are exercised by the buyer with the seller at the address of its business premises where a complaint can be received with regard to the assortment of goods sold or, where applicable, at the registered office or at the place of its business or with the seller from which



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the thing was purchased. The moment of lodging a claim shall be considered to be the moment when the seller received goods under complaint from the buyer. If the buyer exercises the right from faulty performance, the seller shall confirm to the buyer in writing when it has exercised the right, as well as carrying out repair and the period of its duration.

### **6. Other rights and duties of the contracting parties**

The buyer shall acquire ownership of the goods by paying the whole purchase price for the goods. The seller shall not be bound in relation to the buyer with any codes of conduct in accordance with the provision of section 1826 (1) e) of the Civil Code.

Hereby the buyer takes over risk in a change in circumstances in accordance with section 1765 (2) of the Civil Code.

Any legal relationships between the seller and the buyer not regulated in these GBTC shall be governed by the applicable valid legal regulations, in particular by the provisions of Act No. 89/2012 Coll. on purchase.

### **7. Delivery**

Notices concerning relationships between the seller and the buyer must be delivered by post in the form of registered mail, unless specified otherwise in the purchase agreement. Notices shall be delivered to the respective contact address of the other party and shall be considered to be delivered and effective at the moment of their delivery by post.

Such notice shall also be considered to be delivered whose take-over was rejected by the addressee, that was not collected during the storage time or that was returned as undeliverable.

The contracting parties can deliver mutually their regular correspondence via e-mail to the buyer's address or the address specified by the buyer in the purchase order or to the address specified in the seller's website.

### **8. Final provisions**

The protection of personal data of the buyer that is a natural person is provided by Act No. 101/2000 Coll. on the protection of personal data, as subsequently amended.

The buyer agrees with the processing of its following personal data: name and surname or name, permanent address or address of its registered office, Company ID No., VAT Reg. No., e-mail address, telephone No.....

The buyer agrees with the processing of personal data by the seller for the purposes of exercising of rights and duties from the purchase agreement. Unless the buyer chooses any other possibility, it agrees with the processing of personal data by the seller also for the purposes of sending information and business notices to the buyer. Consent to the processing of personal data to the whole extent according to this Article shall not be a condition that would in itself make it impossible to conclude the purchase agreement.

The buyer confirms that the personal data provided by the buyer is exact and that it has been informed that it is voluntary provision of personal data.

If the relationship established by the purchase agreement includes an international (foreign) element, then the parties agree that the relationship shall be governed by Czech law. Hereby the consumer's rights resulting from the generally binding legal regulations shall not be affected.

If any provision of the business terms and conditions is invalid or ineffective or if it becomes such, the invalid provisions shall be replaced with a provision whose meaning is as close as possible to the



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invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Any changes and amendments in the purchase agreement or the business terms and conditions must be in writing.

The purchase agreement, including the business terms and conditions, shall be archived by the seller in electronic form and is not accessible. The seller's contact details: delivery address: ELEKTRON-ETTO, s.r.o., Školní 185, 753 66 Hustopeče nad Bečvou, e-mail address: [info@etto.cz](mailto:info@etto.cz), [etto@etto.cz](mailto:etto@etto.cz), telephone: 581 626 366

Hustopeče nad Bečvou, 1 June 2018  
ELEKTRON-ETTO, s.r.o.