

Business Terms and Conditions, biopress s.r.o..

§1 Scope of Validity of the Business Terms and Conditions

- 1) The Business Conditions (hereinafter referred to as Conditions) define the relationship between the company biopress s.r.o. as the contractor, (hereinafter referred to as the seller), and the customers of biopress s.r.o., (hereinafter referred to as the buyer).
- 2) Any amendments to these Conditions shall come into force only on condition that they are accepted and confirmed in writing by both parties.
- 3) These Conditions are valid in full unless agreed differently by the seller and the buyer in a written contract.

§2 An Offer / an Order and a Contract

- 1) Validity of the seller's offers put in writing is one calendar month since the date of issue unless specified differently.
- 2) Documents issued to complement the Offers are only referential unless the seller determines them as binding.
- 3) The employees of biopress s.r.o. are not entitled to negotiate any oral agreements or any oral assurance beyond the Conditions, written contracts or confirmed orders.
- 4) Orders shall be passed by the buyer to the seller in a written form – in person or via electronic mail.
- 5) Specific business conditions between the seller and the buyer shall be stated in a purchase contract, or another type of contract complying with requirements of the Civil Code and the laws of the Czech Republic. The contract shall be drawn up in writing at least in two copies and each party obtains at least one copy. The draft of the contract will be proposed by the seller.

§3 Prices

- 1) Unless agreed differently in the contract, the price is stated without the packaging, transportation, installation, start-up procedure and operator's training costs.
- 2) The purchase price is usually agreed on in the purchase contract or another type of contract.
- 3) The agreement on the purchase price between the buyer and the seller also arises besides the above cases by implication – provided that the buyer has received the goods or services from the seller and the price of the goods or services stated in the relevant invoice or delivery note and he did not rightly reject the price, or otherwise not contradicted it. The deadline for the refusal of the price in this case means the due date on the tax document, or the delivery date on the delivery note.

§4 Payment Conditions

- 1) Payments for the goods or services by the buyer shall be made as follows:
 - a) payment in advance
 - b) payment in cash
 - c) payment based on a tax document (invoice) due date
- 2) Payment in advance is made on the basis of a proforma invoice issued by the seller upon the signing of the purchase contract by both parties. The proforma invoice is issued on the amount of 50% of the purchase price of the goods or service stated in the purchase contract. The tax document (invoice) is sent to the buyer upon the receipt of the payment. Before the delivery of the goods, a proforma invoice for the remaining 50% of the purchase price is sent to the buyer, and upon its settlement the goods/services and the tax invoice are delivered to the buyer.
- 3) Payment in cash is based on the invoice and a receipt is issued upon the cash payment
- 4) Payment based on a tax document (invoice) due date is usually provided to regular customers and it is explicitly stated in the purchase contract. The usual payment term is 14 calendar days unless stated differently in the invoice.
- 5) In case that the buyer's payment is delayed, the buyer is to pay contractual interest from delays 0.05% per day, but at least the equivalent of CZK 50.- (cca GBP 1.6) for a day of the delay unless agreed differently.
- 6) In case that the buyer's payment is delayed more than 7 calendar days, the seller is entitled to withhold pending deliveries and to execute them only against the advanced payment or upon the provision of acceptable collateral.

§5 Delivery Conditions

- 1) The delivery term is binding only in case that this is explicitly stated in the contract. Otherwise, the delivery term is to be understood as informative and the failure to keep it shall not be deemed as a serious breach of the contract.
- 2) Shall any unpredictable obstacles preventing the seller from delivering the goods occur, the seller is to inform the buyer and to agree on following steps.
- 3) The delivery term will be prolonged by the period of time the buyer's payment is delayed.
- 4) The seller is entitled to execute partial deliveries of the goods or services even before the stated delivery term.
- 5) Transport insurance shall be arranged by the seller only in case of previous agreement in writing.
- 6) All transportation costs incurred by the seller shall be refunded to him by the buyer.
- 7) In case that the buyer fails to take the ordered delivery, the buyer shall settle all expenses incurred by the seller.
- 8) Packaging and packaging costs will be charged to the buyer. Used packaging material will be returned to the seller only if agreed in writing.
- 9) The user's manual, delivery note and tax invoice are a part of each delivery.

§6 Delay in Taking Paid Goods

- 1) In case that the buyer delays to take the paid goods for a longer period of time than 5 working days, the seller is entitled to store the subject of delivery at the buyer's risk and expenses.
- 2) During the delay in taking the goods, the buyer shall pay a monthly fee in the amount of 5% of the purchase price to the seller unless stated differently. The maximum storage time is bound to internal conditions of the seller.

§7 Transfer of the Risk of Damage to the Goods

- 1) The risk of damage to the goods shall be transferred from the seller to the buyer at the moment of the delivery of the ordered goods to a transport service company or to the buyer's employee in case of collection in person.

§8 Reservation of Title

- 1) The ownership to the goods shall be transferred to the buyer on condition of full settlement of purchase price. The buyer shall be aware that in case of his failure to pay the purchase price duly and timely, he is not allowed to handle with the goods, especially to sell or transfer it to a third party or to impose a legal burden on it, until the purchase price is fully settled.
- 2) At the moment the buyer is delayed with the payment of purchase price for the goods, the seller is entitled to reclaim the goods from the buyer. The buyer is obliged to allow the seller's access to the goods and to allow the seller to take the goods back immediately, in case the seller requires it.
- 3) The buyer shall not transfer any rights or liability arising for him from concluded contracts between the seller and the buyer to a third party without seller's prior agreement in writing.

§9 Warranties

- 1) The seller provides the warranty to the sold goods for 24 months from the delivery to the buyer on condition that the buyer or another user will handle the goods under the warranty term in compliance with the instructions in the User's Manual, or in accordance with other mutually negotiated conditions.
- 2) The warranty does not cover damage caused by normal wear and tear or by overloading of the goods.
- 3) Rapidly wearing parts such as gasket and similar are excluded from the warranty.

§10 Warranty Rights

- 1) In case a fault or defect occur on the purchased goods, the buyer is entitled to claim these within the warranty term.
- 2) The buyer shall submit his warranty claim to the seller's company address.
- 3) In case of complaints the buyer is obliged to accompany the claimed goods with a written description of the exact reason for the claim and to state what defects are the subject of complaint.
- 4) The seller is responsible for the goods required quality on the point of the sale to the buyer and for later faults and defects on the goods that occur after the delivery within the warranty period.
- 5) The seller is not responsible for wear and tear caused by normal use of the item.
- 6) The warranty does not cover damage caused by poor service, inexperienced or inappropriate treatment, use and installation that are contrary to the instructions for use.
- 7) The warranty period begins on the date of the delivery of the goods to the buyer.
- 8) Warranty is intended solely for the buyer and can not be transferred to third parties.
- 9) The warranty expires in case of unauthorized interference to the subject of the delivery by a person not authorized to that by the seller in writing.
- 10) In case of the buyer's complaint about purchased goods, the seller examines the complaint duly and decides on it according to the possibilities and the state of the claimed goods, but not later than 30 days from the receipt of the complaint.
- 11) In particularly serious cases where the settlement of the claim requires an expert judgement, the seller and the buyer negotiate a deadline within which a decision on the complaint is to be made. In case that no agreement is reached, the period of 90 days is applied.
- 12) The buyer may require following during the warranty period: free, timely and proper removal of defects; discounts on the price; in case the purchased item has not yet been used, the seller may decide to exchange it with a new one of the same type, or the type equivalent in case that the item in question has been discontinued or is not available.
- 13) In case of a defect beyond repair that prevents the proper use of the item, the buyer may choose to require replacement of the defective goods for perfect ones.

§11 Authorization to Act on Behalf of the Buyer

- 1) All acts for the buyer implying any commitment by the seller may be exercised by a person authorised to do so, i.e. the statutory body of the buyer and other persons who are authorized to act for the buyer. Other persons may only act for the buyer on the basis of submission of a written power of attorney.

§12 Copyrights

- 1) Copyright is governed by Act no. 121/2000 Coll. on copyright.

§13 Confidentiality Agreement

- 1) The buyer is obliged to strictly maintain the confidentiality of any information that is made available to him in regard with deliveries from the seller and which can be with regard to the circumstances considered business or corporate secrets which shall be kept confidential with the exception of information known from public sources.

§14 Preservation of Data

- 1) The seller is entitled to record, process and store data about the buyer, obtained from business relationships or in connection with them, coming from both the buyer itself and from third parties, solely for his own use.

§15 Circumstances Excluding Liability

- 1) In case that unpredictable events occur, unknown at the moment of signing the purchase contract, which cause obstacles in fulfilling the seller's contractual obligations, the seller is entitled to postpone the delivery by the period for which the obstacle lasted, and the reasonable time required to start up his normal operations.
- 2) Circumstances excluding liability representing the events which the seller cannot control or avert, e.g. a war, uprisings, strikes, various measures of authorities, natural events, as well as accidental delays in delivery of materials, energy and other events that disrupt the performance of contractual obligations.

§16 Legislation, Final Provisions

- 1) These Business Terms and Conditions and all legal relationships between the seller and the buyer shall subject to the Czech Republic legislation.
- 2) In case that any provisions of these Business Conditions are or become invalid, ineffective or unenforceable, this will not affect the validity, the efficacy and feasibility of other provisions of these Conditions.
- 3) Disputes that might arise between the parties from meeting their contractual obligations should be resolved amicably. In case this proves impossible, the case of a dispute shall be subject to the commercial court jurisdiction at the headquarters of the seller.
- 4) By placing an order or signing the purchase contract, the buyer confirms his unconditional acceptance of these Business Terms and Conditions.