



International Application No:



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Titel:

Pos	Subject	Curr.	Registration Fee
1	Registration Fee	EUR	1.529,00
2	Additional Fee	EUR	0,00
3	Value added tax	EUR	0,00
4	Total Registration Fee	EUR	1.529,00

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Terms and Conditions

1 Application of Terms

- (1) Our deliveries and services are subject to the following Terms and Conditions of Trade. We do not accept opposing terms and conditions on the part of our customer or terms and conditions deviating from our own Terms and Conditions of Trade unless such agreement is given expressly and in writing.
- (2) Our Terms and Conditions of Trade also apply if we carry out an order without reservation, while being aware of opposing or deviating terms and conditions on the part of the customer. We hereby expressly reject order confirmations given by the customer which refer to his deviating terms and conditions of purchase.
- (3) Our Terms and Conditions of Trade also apply to all future business transaction with our customer.

2 Offers and Conclusion of a Contract

- (1) Unless agreed upon otherwise, we are bound to our orders for 14 days starting with the date of the offer. After that we can revoke them at any time even after their acceptance by the customer.
- (2) The customer is bound to his order for 14 days. Our acceptance is given in writing, by telefax or by e-mail, unless we deliver or invoice immediately. The same applies in the event of amendments, modifications and collateral agreements.

3 Scope of Deliveries and Services

- (1) The scope of deliveries and services is determined by the agreements between the parties. Information regarding the scope of deliveries and services do not constitute any warranty on our part to assume the risk of availability of sub-supplies. We reserve the right to claim that we ourselves were not supplied correctly or on time by our suppliers. Any guarantee or any warranty as to the availability of the products or their components requires an express written agreement between the parties.
- (2) The details given in our order confirmation shall determine the quality of the products, which is owed by us. Specifications contained in catalogues, brochures, circulars, advertisements, illustrations and price lists are not binding, unless they have been expressly become part of the contract. Details mentioned in our order confirmations and drawings which relate to the quality of the product do not constitute any guarantees, particularly no guarantees as to the durability.
Even after conclusion of the contract we are entitled to deliver a comparable product instead of the product agreed upon, provided that this product has been improved compared to the stipulated product and complies with all functions stipulated by the contract. This applies particularly also to additional functions, which were not included in the delivery object originally agreed upon.

4 Prices

- (1) Unless agreed upon otherwise, our prices are ex works, plus the turnover tax applicable in the Czech Republic at the respective time. Unless agreed upon otherwise, all other costs are to be born by the customer, for example costs for packagings, transport, insurance, customs etc.
- (2) The prices mentioned in our offer are based on our calculations at the time when our offer is made.

5 Payment

- (1) Payments shall become due on the agreed date for payment. If no date for payment has been fixed, payments will become due upon receipt of the invoice or an equivalent statement of account. Should the date of receipt of the invoice or the statement of account be uncertain, payments will become due upon receipt of our deliveries or services.
- (2) If more than one invoice is outstanding, payments made by the customers will be used to settle the claim longest outstanding.
- (3) Unless agreed upon otherwise, payments may not be effected by draft or cheque.
- (4) If the customer does not meet his payment obligations, particularly if he stops payments, we are entitled to claim the entire outstanding debt at once, even if we have already accepted cheques or drafts. In this event we are also entitled to refuse to carry out the performance of our outstanding obligations, until the customer effects payment or provides sufficient collateral securities.
- (5) The customer is not entitled to set off his claims against ours, or to a right of retention, unless his counter claims have been either acknowledged by us or finally established by a Court of Law.

6 Terms of Delivery, Default and Non-Performance

- (1) Terms and dates indicated by us are not binding, unless they have been expressly fixed in our order confirmation in writing. Delivery time is the date fixed in writing in the order confirmation. Should all documents, necessary approvals, cooperation etc. to be supplied by the customer not be produced at least one month before the date of delivery, said date of delivery shall be extended by one month, starting with the date on which all the above-mentioned documents, necessary approvals, cooperation etc. have been completed and received.

7 Intellectual Property Rights

- (1) Claims for compensation resulting from the infringement of trademarks, patents, patent applications, utility models, registered designs or copyrights of third parties against us, our vicarious agents or persons employed by us in the performance of our obligations are excluded, unless they are based on gross negligence or willful intent of ourselves, our vicarious agents or persons employed by us in the performance of our obligations or we have guaranteed that the above-mentioned intellectual property rights will not be infringed. This limitation on liability does not apply in cases of breach of essential contractual obligations (cardinal obligations) attributable to us, our vicarious agents or persons employed by us in the performance of our obligations. If we, our vicarious agents or persons employed by us in the performance of our obligations are liable for damages based on slight negligence (breach of cardinal obligations), the claim for damages is limited to typically foreseeable losses. In these cases of liability based on slight negligence there shall be no liability for production stoppages or lost profit. This limitation on liability applies accordingly to our vicarious agents and persons employed by us in the performance of our obligations.
- (2) The customer's right to cancel the contract due to the infringement of the abovementioned intellectual property rights remains unaffected.
- (3) Where claims based on the infringement of third party rights are asserted against us, the customer may prove this defect of title only by having a final judgement of a Court of Law entered against him. This does not affect the customer's right to make us a third party defendant in the infringement lawsuit.

8 Trade Secrets

- (1) Plans, drawings and technical particulars, which we hand over to the customer, remain our property. The handing over of the documents mentioned does not create any rights of the customer in these documents, particularly no license. The customer may not use these documents, particularly he may not copy them, reproduce them or hand them over, make them accessible to or disclose them to third parties without our written consent. This applies even if the documents are not marked as confidential information.
- (2) The customer ensures, that his employees, consultants, shareholders and others, who will become privy to these trade secrets, will be obliged in writing to safeguard our trade secrets to the extent described above.
- (3) These obligations continue to apply after the termination of contractual relations.

9 Place of Performance, Applicable Law, Place of Jurisdiction, Partial Invalidity

- (1) Place of performance with regard to deliveries and payments is Prag.
- (2) These General Terms and Conditions of Trade and the entire contractual relationship between us and the customer shall be subject to the law of the Czech Republic excluding the UN-Convention on Contracts for the International Sale of Goods (CISG).
- (3) Exclusive place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship shall be Prag.
- (4) Collateral agreements, reservations, changes or amendments must be made in writing.
- (5) Should individual clauses of these General Terms and Conditions of Trade be or become invalid, the remaining parts shall remain valid. Should other provisions agreed upon in connection with the cooperation with the customer be or become invalid, the validity of all remaining provisions or agreements shall remain unaffected. In this event the parties shall be obliged to construe or to amend the invalid clause, so that the economic purpose of the invalid clause will be best achieved in a legally valid manner.