



GENERAL TERMS AND CONDITIONS OF SERVICE

TRIMILL, a.s., Jasenice 2061, 755 01 Vsetín, Company ID No.: 25598325

1. Introductory Provisions

1.1. These General Terms and Conditions (*hereinafter only the "GTC"*) regulate the contractual relationship between customers (*hereinafter referred to individually as a "Customer"*) and **TRIMILL, a.s.**, with its registered office at Jasenice 2061, 755 01 Vsetín, Company ID No.: 25598325 (*hereinafter only the "Supplier"*). These GTC form an integral appendix to all contracts signed between a Customer and the Supplier (*hereinafter referred to individually as a "Contract"*), with the subject matter of each Contract being the servicing of a machine delivered by the Supplier to the Customer.

1.2. In case of any discrepancy between the individual provisions of the GTC and the individual provisions of a Contract, the provisions of the Contract shall prevail.

2. Entering into a Contract

2.1. Service will be provided only on the basis of the Customer's written order. Every order is deemed as a Contract proposal. A Contract is entered into if an order is confirmed by the Supplier.

2.2. Every order must provide at least the following essential data:

- a) the identification details of the Customer and the Supplier, including their commercial name/name and surname, registered office/place of business, company ID number;
- b) a description of the required servicing action;
- c) the signature of the person authorized to act on the Customer's behalf in this matter.

2.3. A written order may be delivered to the Supplier by mail or via means of electronic communication by filling in a web form entitled "Request for Service Action" on the website www.trimill.cz/servis-hotline or by delivering a message to the e-mail address servis@trimill.cz. The Customer is bound by its order, i.e. its Contract proposal, for a period of thirty (30) days after the order is delivered to the Supplier.

2.4. After delivery of a Customer's order, the Supplier shall send the Customer an order confirmation or a new Contract proposal. An order acceptance may be sent by mail or by means of electronic communication.

2.5. Upon delivery of an order confirmation to the Customer, a Contract is entered into between the parties. If an order is confirmed by the Supplier only for a part of the delivery, then a Contract will be deemed to have been entered into between the parties for the confirmed part of the delivery. If a change other than the mere reduction in the size of the delivery covered by the relevant Contract is made to an order confirmation, then this will be regarded as a new Contract proposal. This proposal may be accepted by the Customer within the same time-limit and in the same manner as the Supplier may accept the Customer's order.

2.6. Any change to the terms of a Contract may only be made in writing through a written amendment to the Contract signed by both parties.

3. Performing a Servicing Action

3.1. By the deadline agreed between the parties, the Supplier shall send to the Customer a service technician to remove the defect or, as the case may be, to diagnose the defect or to remove the defect by using the TRIMILL TELESERVIS service. The time-limit for sending a service technician shall not include the period of bank holidays or nationally recognized holidays. The potential sending of a service technician during this period may be the subject of a special agreement between the parties. The parties may further agree on the performance of a regular small-scale/large-scale service check, routine maintenance or on the performance of an overhaul of a machine. Unless the parties agree otherwise, these deliveries shall be subject to these GTC.

3.2. The deadline for completion of a servicing action shall be determined together with the Customer after performing diagnostics of the defect of a machine depending on the availability of spare parts and depending on the complexity of the servicing action. If the parties have not agreed on the deadline for completion of the servicing action, this deadline shall be determined by the Supplier so that the servicing action is completed without undue delay after the delivery of spare parts.

3.3. The handover of a machine after a servicing action shall be acknowledged by the Customer in the servicing report of the Supplier's service technicians. This day shall be deemed as the date of completion of the servicing action by the Supplier.

3.4. The Customer shall provide the Supplier with all the assistance necessary for carrying out the servicing action, especially provide the Supplier with access to the purchased item, allow for performing diagnostics of the purchased item, etc.

If the Customer is in default with providing its assistance to the Supplier, the Supplier reserves the right to suspend any further delivery until the Customer fulfils its obligation and extend the time-limits for the performance of the Supplier's obligations hereunder by the period of this suspension. The period by which the Supplier has suspended the performance of its obligations for reasons on the Customer's side shall not be deemed as the Supplier's default.

4. Price

4.1. The price for a servicing action will be determined according to the Supplier's pricelist. In the event of occurrence of any extra costs for a reason for which the Customer is responsible, the Customer shall reimburse the Supplier for these extra costs in full.

4.2. The price of a servicing action shall be payable as follows:

- a) an advance payment equal to 50% of the expected price of the servicing action shall be made by the Customer to the Supplier on the basis of a proforma invoice due and payable within 14 days after performing diagnostics of the defect;
- b) the remaining balance up to the full amount of the actual price of the servicing action shall be paid by the Customer to the Supplier on the basis of an invoice/tax document within 14 days after completion of the servicing action.

4.3. The Supplier shall not be obligated to start delivering until the Customer makes the advance payment to the Supplier. If the Customer is in default on making the advance payment, then the Supplier may not be deemed to be in default and the time-limit within which the Supplier should deliver shall be extended by the period during which the Customer is in default.

4.4. Any payment that, according to an agreement between the Supplier and the Customer, should be made by credit transfer shall be deemed to have been made once it is credited to the Supplier's account. If the Customer is in default on the payment of the price or any part thereof, the Customer shall pay the Supplier a contractual penalty of 0.05% of the amount due for each day of default.

5. International Aspect

5.1. If the Customer is an entity with its registered office outside the Czech Republic (*hereinafter only a "Foreign Customer"*), then any Contract entered into between the Supplier and a Foreign Customer shall be subject to the following provisions, which shall have preference over the other provisions of these GTC.

5.2. The legal relationship established between the Supplier and a Foreign Customer under a Contract shall be governed by the Czech law. The jurisdiction over any disputes arising from this legal relationship shall belong to Czech courts. The United Nations (Vienna) Convention on Contracts for the International Sale of Goods of 11 April 1980, which was promulgated for the Czech Republic under no. 160/1991 Coll., shall not apply.

6. Final Provisions

6.1. In the event of occurrence of any unremovable obstacles on the Supplier's side for which the Supplier cannot be blamed and which prevent the Supplier from the performance of its obligations to the Customer, the Supplier shall have the right to unilaterally withdraw from the Contract in writing and the Customer shall promptly return the amount paid minus the expenses that have been incurred so far and from which the Customer benefits. The Supplier shall not be liable to the Customer for non-performance of any obligations under a signed Contract nor for any damage caused by such non-performance if these obligations are not performed due to unforeseen and unavoidable events beyond the Supplier's control. The Supplier shall not be liable to the Customer for any damage arising from contracts entered into by the Customer with other parties, especially for consequent and indirect damages.

6.2. Unless these GTC determine otherwise, the Contracts entered into on the basis of these GTC shall be subject to the relevant provisions of the Civil Code, as amended. The parties have agreed that the Czech Republic court in whose district the Supplier's registered office is situated shall have jurisdiction over any disputes arising between the parties.

6.3. The current version of these GTC shall be published on the Internet and a link to the full version thereof (i.e. a website where the full version can be obtained) shall be provided in every Contract. By sending an order, the Customer acknowledges its express, full and unconditional consent to the current version of the GTC.

6.4. These General Terms and Conditions shall come into force on 12.02.2019.

