

## General Sales Conditions

(for assortment of SINFO, spol. s r.o.)  
Valid since January 1, 2015

### Preamble

1. Company SINFO, spol s r.o. with respect to manufactured and sold assortment fundamentally sells assortment to entrepreneurs for the purpose of their business activities. Sale of the assortment to a consumer is possible only by personal purchase of the assortment by the customer at the place of business of the company SINFO, spol. s r.o. on the basis of a written contract of sale signed at the place of business of the company SINFO, spol. s r.o.
2. These General Sales Conditions adjust liability relations between entrepreneurs, the Seller and the Buyer. These General Sales Conditions are independently published on the website of the Seller [www.sinfo.cz](http://www.sinfo.cz) in the folder 'Download'.
3. The Buyer by placing their order confirm that they are familiar with the content of the General Sales Conditions and they fully comprehend the content.
4. The Seller is entitled to adjust the General Sales Conditions in adequate extent. The Seller is obliged to inform the Buyer about the changes by email or in a written form under the condition that the change in the General Sales Conditions will be concurrently published on the website on the Seller [www.sinfo.cz](http://www.sinfo.cz) in folder 'Download'. The Buyer is entitled to refuse the changes in the General Sales Conditions in the period of 5 workdays since the announcement of the changes, this is to be done by a notice of termination of the General Contract of Sale in the notice period of 1 month.

### I. Order

1. The Buyer is obliged to provide the Seller with valid Trade Licence, Licence Document, Statement of the Trade Index, and Certificate of Registration. Further the General Contract of Sales has to be concluded.
2. An order of a particular delivery is applicable as far as it is made by the Buyer in writing and contains specification of the article, amount, way of delivery, packaging, place (addressee, postal code, street, house number) and time of delivery. The Buyer by placing their order confirm that they are entrepreneurs and that ordered goods is to be used for the purpose of their business activities.
3. On the basis of a confirmed order the Seller commits himself to deliver the goods to the Buyer on time confirmed or demanded by the Buyer and by the means confirmed or stated by the Seller. At the moment of confirmation of the order by the Seller, a Contract of Sales is concluded between the Seller and the Buyer. The Seller sends a confirmed order to the Buyer without delay.

### II. Conditions of delivery

1. A delivery is completed by the handover of the goods and appropriate documents accompanying the order (delivery note) directly to the Buyer. During handing the goods over the receiving person, appointed by the Buyer, is obliged to confirm the handover of the goods by signing the delivery note.
2. When the goods are delivered by means of transport provided by the Seller, the Buyer is entitled to arrange the place of unloading so that the load will be unloaded without obstruction and delays. Contrarily the Seller is entitled not to deliver the goods and yet to demand on the Buyer the payment

of the transport costs and other damage that has arisen in connection with unsuccessful delivery. The representatives of contracted parties are under the obligation of making a written report about it.

3. The Seller reserves the right of not confirming an order and not delivering products which he would not be able to supply due to capacity, technical or organizational reasons. The Seller is obliged to inform the Buyer about such a fact.
4. In case the Buyer gets delayed with taking delivery of the goods, he shall pay the Seller the agreed price of goods and a contractual fine in the amount of 0,05% of the price without VAT of goods that has not been taken over per every even started day of the delay in taking delivery.

### III.

#### Warranty, faults liability

1. Along with the stated exceptions the Seller is responsible for faults of a product throughout the warranty period if the product is used in compliance with technical documentation, namely the instructions for use and maintaining symbols, or else warnings and risk notices connected with further manufacturing or implementing the product into a final product and with its usage. Visible damage to packaging of the product or noticeable defects of the goods have to be reported by the Buyer in writing in 3(three) working days after the delivery of the goods. The Seller is obliged to negotiate the way of solving the claim at the latest 3 (three) working days after notification of the claim findings.
2. Unless otherwise stated the warranty period lasts for 12 (twelve) months from goods delivery. A defect of the goods which turns out during the guarantee period and which was caused through the fault of the Seller, will be dealt with in the way requested by the Buyer, ordinarily by repair of the faulty goods or by replacement of the faulty goods for faultless goods.
3. In particular the Seller shall not be liable for faults caused by inappropriate warehousing by the Buyer, inexpert use not following the rules for use or improper maintenance ignoring maintenance symbols and warnings and risk notices connected with further manufacturing or implementing our product into a final product and with its use. When speaking of the provided guarantee, recognized claim etc., the Seller is not liable for any damage either direct or indirect.
4. The process of claim application is defined by valid Claim Regulations of the company SINFO, spol. s r.o.

### IV.

#### Payment conditions

1. Payment conditions including the due date are stated at the Seller's invoice.
2. The due date is the date when financial sum is credited to the Seller's bank account.
3. In case the Buyer does not meet payment conditions, namely if the payment is delayed more than 10 days, the Seller understands that as significant violation of the contract of sales and is entitled to stop delivery without being this act seen as violation of the General Contract of sales, and concurrently he is entitled to back out of the General Contract of Sales. Apart from that the Buyer shall pay the Seller a contractual fine at 0.05 % of the owed debt per each day of owing. In case the Seller is delayed with delivery of goods more than 45 days the Buyer is entitled to back out of the General Contract of Sales. The withdrawal has to be done in writing, it has to be delivered to the other party. The withdrawal becomes effective on the day of delivery of the notice to the other party.

**V.****Risk of loss, damage of the goods, exclusivity of property right of the goods**

1. Risk of loss, damage of the goods and accidental destruction of the goods is taken over by the Buyer at the moment of acceptance of the goods by the Buyer or a forwarding agent or a carrier contracted by the Buyer. In case the transportation is provided by the Seller, the risk of loss, damage or accidental destruction as passed on to the Buyer at the moment of acceptance of the goods at the place of destination. It is Buyer's responsibility to familiarize himself with the conditions of the goods just before unloading with respect to further claims towards the carrier.
2. Property rights of the goods are taken over by the Buyer at the moment of the delivery of the goods and the acceptance by the Buyer. This does not affect the obligation of the Buyer to pay the purchase price for the delivered goods properly and on time.
3. The Seller is not liable for damage caused to the Buyer by unprofessional use of the goods or by processing the faulty goods, which may have been and should have been discovered.
4. Natural disasters, electricity blackouts or any other circumstances lying out of range of the contractual parties (God's power) free both parties from fulfilling obligations following the agreed price offer. In such cases further claims including compensation for damage are without merit.

**VI.****Final clauses**

1. Both contractual parties are obliged within the bounds of possibility to act so that they shall minimize potential damage, loss or risk that may be consequent upon fulfilment of the contract of the use of the goods.
2. Each contractual party is consistently responsible for keeping confidentiality of business information, concerning the mutual contract relation.
3. The specifications of the sales conditions can be changed only in writing, in the form of numbered amendments.

*Version 2.0, with effect from 1.1.2015*