**TERMS AND CONDITIONS**

**DEFINITIONS**: In this document the following words shall have the following meaning: (i) "Buyer" means the organisation or the person who purchases goods and/or services from Seller; (ii) "Goods" or “Products” means goods and/or services ordered by Buyer from Seller based on current offer of Seller; (iii) "Order" means a document – Buyer´s order describing the ordered Goods to be provided by Seller; (iv) "Seller" means" ACO Industries, k.s., registered office Havlíčkova 260, 582 22 Přibyslav, Czech Republic, IČ 481 19 458.

**CONTROLLING PROVISIONS**: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in a writing signed by Seller. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer provides the express consent to be bound by this Terms and Conditions by sending order for goods and/or services from Seller described herein. Buyer and Seller expressly exclude the possibility of changes or amendments to this Terms and Conditions by any other trade of business conditions without explicit consent of both parties.

**ORDERS**: Buyer shall submit Orders in written or electronic form to Seller. The order should include especially specification of Goods from the offer of Seller, required quantity, requested delivery date and method of the transport, if it is different from agreed by this Terms and Conditions. Order is binding after confirmation from Seller. If Seller confirms the Order and specifies different conditions of the purchase of Goods (as the delivery date different from the requested delivery date) in confirmation, Buyer has the exclusive right to cancel the Order, however, if Buyer doesn't cancel the Order within 1 working day (according to Czech legislature) upon receipt of such confirmation from Seller, it is understood that Buyer agrees with these conditions specified in the confirmation.

**PAYMENT TERMS**: Buyer agrees to pay for Goods the purchase price in the total amount specified in confirmed order. The confirmed purchase price shall be paid by Buyer to Seller by wire transfer to Seller’s bank account confirmed by the invoice related to particular order. Seller shall issue particular invoice at the time of dispatch of Goods to Buyer. Buyer undertakes to pay the invoiced amout at the latest in the due date stated in a particular invoice. In the event of default of Buyer with the payment of the Purchase price or any other financial obligation, Buyer is obliged to pay Seller contractual penalty in the amount of 0,1 % of the owed amount for each day of default. Buyer acknowledges that in the event of Buyer's delay in payment of the Purchase price under this Terms and Condition the delivery date will be extended by this delay.

**INSPECTION AND ACCEPTANCE**: Claims for damage, shortage or errors in shipping must be reported to Buyer within three (3) days following delivery. Buyer shall have seven (7) days from the date of receive of Products to inspect such Products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such Products. After such seven (7) day period, Buyer shall be deemed to have irrevocably accepted Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject Products for any reason or to revoke acceptance. Buyer hereby agrees that such seven (7) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any Product or service previously ordered by Buyer or its representatives or cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective in workmanship or material will be the replacement of the merchandise subject to the manufacturer's inspection and warranty.

**SHIPMENTS**: All Products are shipped based on agreed delivery parity, mainly DAP and EXW. All general delivery tasks like handling and transport costs, insurance and transfer of all risk are covered by INCOTERMS 2010 and agreed delivery parity. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. Unless otherwise expressly agreed any packaging supplied by Seller is intended to be only sufficient to protect Goods for all normal conditions of transit and for the normal period of transit only. If Buyer causes or requests a shipment delay, or if Seller transport vehicle or delivers Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for Products damaged or lost in transit should be made by Buyer to the carrier immediately (notice to CMR lists), as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier. Buyer is obliged to pay the cost of re-packaging of Products if there is a request to change the package (amount or method of packing) after 14 o'clock 2 days before expedition.

**REMEDIES OF SELLER**: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature; (d) if Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

**DELIVERY**: Seller will make a good faith effort to complete delivery of Products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay. The date of delivery shall in every case be dependant upon prompt receipt of all necessary information final instructions or approvals from Buyer. Alterations by Buyer in design specifications or quantities required may result in delay in delivery. Buyer is responsible in all cases for unloading the delivery vehicle and shall be responsible for all loss of or damage to the goods during the course of such unloading.

**WARRANTY**: THE BUYER'S SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE PRODUCT'S MANUFACTURER. SELLER MAKES NO EXPRESSED OR IMPLIED WARRANTIES. SELLER HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE OR REPAIR OF THE PRODUCTS SOLD BY SELLER. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE PRODUCT(S); NO ADDITIONAL ALLOWANCE SHALL BE MADE FOR THE LABOR OR EXPENSE OF REPAIRING OR REPLACING DEFECTIVE PRODUCTS OR WORKMANSHIP OR DAMAGE RESULTING FROM THE SAME. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY SELLER AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

**RECOMMENDATIONS BY SELLER**: Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) Products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with Products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its Products and/or rendering of its services. Any recommendations made by Seller concerning the use, design, application or operation of Products shall not be construed as representations or warranties, expressed or implied. Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller. Buyer agrees to use the purchased Products in accordance with the documentation provided by Seller, or if it is not provided, in accordance with the purpose for which Goods are intended and usually used.

**INDEMNIFICATION:** Buyer shall at its own expense apply for and obtain any permits and inspections required for the import, the installation and/or use of Products. Seller makes no promise or representation that Products or services will conform to any federal, state or local laws ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by an authorized representative of Seller. Seller shall not be responsible for any losses or damages sustained by Buyer or any other person as a result of improper installation or misapplication of Products.

**TAXES**: The amount of any sales, excises or other taxes, if any, applicable to Products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of Products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of Buyer, who shall promptly pay the amount thereof to Seller upon demand.

**SEVERABILITY**: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

**SET-OFF**: Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

**NON-WAIVER**: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's Representative.

**ENTIRE AGREEMENT**: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's Representative. All transactions shall be governed solely by the terms and conditions contained herein.

**GOVERNING LAW AND JURISDICTION**: The contract shall be governed and interpreted exclusively according to Law of Czech Republic. All disputes between Seller and Buyer arising out of the contractual relationship concluded based on provisions of this Terms and conditions or in the connection with them shall be settled amicably. If both parties fail to reach amicable settlement within a reasonable time but not later than one month after the settlement of the dispute had been initiated, either of them shall be entitled to submit such dispute for final decision to the court in Czech Republic and the local jurisdiction shall be determined according to the registered address of Seller.

**FINAL PROVISION**: Buyer hereby declares that entering into the contractual relationship with Seller and performing duties under this Terms and conditions have been duly approved by the relevant company members of Buyer in a compliance with legal regulations, by-laws and other internal regulations of Buyer; and no other approval or consent shall be required. Buyer agrees with respect to the legitimate interests of Seller, shall conduct in accordance with the purpose of contractual relationship with Seller and shall not counteract such purpose and shall perform all legal and other actions that may prove necessary to reach the purpose of this relationship.

Current terms of sales available on http://www.aco-industries.cz/home/aco/vseobecne-obchodni-podminky/