Příčná 1892/4, Nové Město 110 00 Praha 1, Česká republika
IČO: 21697817 | **E-mail:** fanta@hskmgt.com

TERMS OF BUSINESS

1. VALIDITY AND UP-TO-DATE CHARACTER OF THE TERMS OF BUSINESS

1.1
These Terms of Business are an integral part of the purchase agreements concluded for the purpose of selling services and goods by Handshake Management s.r.o., with its registered office at Příčná 1892/4, Nové Město, 110 00 Prague 1, Czech Republic, Company ID (IČO): 21697817, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 404616, as the seller (hereinafter referred to as the "Seller"), and the purchaser as the other party (hereinafter referred to as the "Purchaser").

1.2
Unless the purchase agreement stipulates otherwise, these Terms of Business shall apply. It is possible to deviate from these Terms of Business in the purchase agreement.

2. CONCLUDING PURCHASE CONTRACTS, OBLIGATIONS OF THE CONTRACTING PARTIES

2.1
An individual purchase agreement is concluded and becomes binding upon a mutually signed Order Confirmation issued by the seller, or by purchaser's acceptance of an Order Confirmation issued and signed by the seller and delivered to the purchaser, irrespective the means of such acceptance. For avoidance of any doubts, purchase agreements may be concluded also by electronic means, including fax and/or e-mail communication, without receiving hard copies.

2.2
The seller shall hand over the services or goods to the purchaser in accordance with the purchase agreement, in the agreed quality, amounts, workmanship and with common accessories and shall make it possible for the purchaser to obtain the ownership title to the goods in accordance with the purchase agreement.

2.3
Together with the goods the seller shall hand over the manual for use, installation, maintenance and warranty cards, if such documents related to the goods exist and are designed to be handed over with the goods.

2.4
The seller shall pack the goods in a manner that will protect them sufficiently during the transport to the place of delivery (common packaging). Special packaging for the goods may be stipulated in the purchase agreement.

2.5
The seller declares that the goods delivered conform to C.I.P. standards.

2.6
The purchaser is obliged to take over the goods and pay for them the purchase price.

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3. PAYMENT TERMS

3.1
The purchase price shall be paid on the basis of an invoice issued by the seller within 14 days after the conclusion of the purchase agreement before shipping the goods. In case of provided services the purchase price shall be paid on the basis of an invoice issued by the seller with 14 days due date.

3.2
The purchaser is not entitled to set off its possible receivables against the seller's receivables on the payment of the purchase price.

3.3
If gradual payment of the purchase price is stipulated for the benefit of the purchaser in the form of instalments of the purchase price, the seller shall be entitled to the payment of the entire purchase price if the deadline for any instalment is not observed.

3.4
If the purchaser is in delay with the payment of the purchase price it shall pay the seller an interest on late payment in the amount of 0.05% of the outstanding sum for every day of delay. If the purchaser is in delay with the payment of the invoiced purchase price more than 14 days from the due date, the purchaser shall pay to the seller a contractual penalty in the amount of 30% of the total purchase price. The contractual penalty in this case does not rule out the claim for damages. The claiming of the contractual penalty does not limit the seller's right to have all extra costs refunded, e.g. costs on the enforcement of the claim they may incur as a consequence of a delayed payment of the purchase price. The contractual penalty is due within 15 days from the day the seller's request for its payment is delivered.

3.5
The seller shall charge the purchase price via an invoice conforming to the requirements for the tax document that will contain at least (i) identification of the parties, (ii) number of the business case, (iii) identification of the goods, quantity and number of the dispatch note, (iv) price and other price information, if any, (v) issuance date and due date of the invoice.

4. EXPORT AND IMPORT LICENCE, PERMISSION

4.1
The seller shall secure necessary export permits or export licences, if they are necessary.

4.2
The purchaser shall obtain at its own cost necessary import permits or import licences or the end user certificate (if they are necessary) and deliver them to the seller in time so that the seller may secure the export permits and the goods may be delivered on the agreed date.

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5. PURCHASE PRICE OF THE GOODS AND SERVICES

5.1
The agreed purchase price is fixed. Unless agreed otherwise in the purchase agreement, it shall be understood that the prices stated in the agreement are prices on condition that the EXW INCOTERMS 2020 is applied.

5.2
The purchase price includes the cost of usual packaging, labelling of goods and documents. Extra packaging or special finishes must be explicitly stated in the contract.

5.3
The purchaser shall pay all costs and fees incurred or billed outside the territory of the Czech Republic, such as customs duties, taxes, import fees, etc.

5.4
The place of provision of services is specified in the purchase agreement or in the framework agreement concluded between the Seller and the Purchaser. If the place of provision of services is not specified in the purchase agreement or the framework agreement, the place of provision of services shall be deemed to be the registered office of the Purchaser.

6. DELIVERY TERMS AND CONDITIONS

6.1
Unless expressly agreed otherwise, the date and time of delivery are determined by the seller, no later than two (2) years from the date of conclusion of the purchase contract.

6.2
The Seller shall deliver the goods under the EXW (place of dispatch / Seller's premises, Czech Republic) INCOTERMS 2020 delivery terms. Unless agreed otherwise in writing, the Purchaser shall arrange and pay for carriage. If the Seller arranges for transport upon the Purchaser's request, it does so solely on behalf of, at the risk, and at the expense of the Purchaser.

6.3
When handing over the goods, a delivery note will be drawn up by the seller and the transporter or purchaser. One copy is kept by the seller and one by the carrier or purchaser. The goods are properly delivered at the moment when the delivery note is signed.

6.4
If, because of force majeure events, the seller will not be able to observe the date or other terms for the handover of the goods it shall inform the purchaser without undue delay, presenting a proposal of a possible solution. The force majeure event also includes: the nonissuance, suspension or interruption of the import or export licence, or non-delivery of materials used to produce the goods to the seller by the supplier of such materials in time and properly. In case of a force majeure event, it cannot constitute breach of the seller's obligations under the purchase agreement and the seller is not liable for damage incurred by the purchaser and any other possible claims towards the seller, including potential contractual penalties. The parties shall subsequently agree on another date for the delivery of the goods, if such solution is acceptable for the purchaser, or on another procedure to deal with the issue.

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7. DELAY

7.1
If the purchaser does not accept the goods in the manner specified in the purchase contract and within the agreed deadline, such action will be considered a material breach of the purchase contract and the seller will be entitled to withdraw from the purchase contract with immediate effect. The seller will be entitled to compensation for the damage incurred as a result.

8. WARRANTY AND LIABILITY FOR DEFECTS

8.1
The seller provides a warranty for the goods for the length specified in the purchase contract or on the warranty card. Unless otherwise stated, the seller provides a warranty of 24 months, which starts on the day following the date of delivery of the goods to the purchaser. The warranty of quality does not cover common wear and tear of the goods.

8.2
The purchaser is obliged to inspect the goods without undue delay at the place and time of their receipt or upon receipt of the consignment with the goods. If any defects are found, he will draw up a protocol of acceptance stating the result of this inspection and deliver it to the seller.

8.3
The purchaser shall inspect the goods without undue delay on taking over the goods in the factory or when receiving a consignment of the goods, and if any defects are identified it shall write a takeover protocol on the result of this inspection and deliver it to the seller.

8.4
Obvious defects and incorrect amounts of the goods delivered identified during the inspection of the goods during the takeover procedure shall be reported by the purchaser at the latest within 5 days from the day the goods are taken over by the purchaser.

8.5.
Hidden defects of the goods that the purchaser should identify if due care was executed during the inspection or which may be identified later shall be reported in written by the purchaser without undue delay after such discovery, however, before the end of the warranty period.

8.6
When making a warranty claim, purchaser specifies defects and shortcomings in sufficient detail by stating the type, production number of the goods and manifestations of the defects.

8.7
Non-reporting of defects within the prescribed periods means that the purchaser accepted the consignment without reservation and forfeits the rights attributable to defective performance.

8.8
The seller is entitled to verify the warranty claim at the place where the relevant goods covered by the warranty are located, and the purchaser is obliged to comply with this request.

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8.9
If it is identified that a claimed defect is a result of incorrect use of the goods, a result of unskilled handling of the goods or a consequence of careless treatment, the purchaser shall forfeit the rights attributable to defective performance.

8.10
If a claimed defect amounts to defective performance, the dates and means for remedying the defective performance at its sole discretion determines the seller (i.e. elimination of the defect, replacement of the goods or a discount of the purchase price). The seller shall inform the purchaser about the determined dates and means.

8.11
Should the seller fail to remedy the defective performance within the determined date and the seller fail to remedy within an additional period of 30 days after the lapse of the determined date, the purchaser is entitled to: (i) withdraw from the purchase agreement, or request (ii) a discount of the purchase price. The purchaser shall report its decision to withdraw from the purchase agreement to the seller in writing within 10 days from the additional period to remedy lapses. If this period is not observed, the right to withdraw from the agreement due to existence of the defect in question becomes void.

8.12
The purchaser is not entitled to eliminate defects on its own or via third parties. If the purchaser interferes in any way with the structure of the product or its packaging, it forfeits the rights attributable to defective performance and warranty.

8.13
The purchaser compensates the seller any incurred material and/or non-material harm. The obligation of the seller to compensate the purchaser for any incurred non- material harm is herewith excluded. The obligation of the seller to compensate the purchaser for any caused material harm (including any potential raised claims) shall not exceed the purchase price under the purchase agreement on the basis of which the harm was caused, or the claim was raised.

9. RISK TRANSITION

9.1
The risks relating to the goods shall pass to the purchaser at the moment the goods are handed over to the first carrier or at the moment the goods are taken over by the purchaser.

9.2
If the purchaser does not take over the goods in the agreed way and on the agreed date the risks of damage to the goods are transferred to the purchaser when the given deadline expires.

10. THE ARBITRATION CLAUSE AND THE LAW SELECTION CLAUSE

10.1
These Terms of Business, any purchase agreement and any other legal relationship connected with and/or related to these Terms of Business and/or subsequent purchase agreements, including relationships arising from legal facts, as well as other legal relationships between the parties within the effectiveness of these Terms of Business shall be governed by Czech law. Business usage shall not take precedence over any, even non-compelling, provisions of a law.

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10.2
All disputes arising from or in connection with these Terms of Business, purchase agreements and/or relationships pursuant the previous clause 10.1, including matters related to the validity, establishment, implementation, or termination of the rights arising from these Terms of Business, any purchase agreement and/or any other relationship, will be settled definitively in an arbitration proceeding of the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three (3) arbitrators. The procedural language shall be Czech.

11. PROHIBITION OF RE-EXPORT

11.1
If the purchaser is not based in an EU member state or in a partner country listed in Annex VIII to Council Regulation (EU) No 833/2014, purchaser undertakes to not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with purchase Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

11.2
The Purchaser undertakes its best efforts to ensure the purpose of this article is not frustrated by any third parties further down the commercial chain, including by possible resellers.

11.3
The purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this article.

11.4
Any violation of this article constitutes a material breach of the purchase agreement, and the seller shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of the purchase agreement; and (ii) claim full compensation for any loss or damage suffered as a result of such breach.

11.5
The purchaser shall immediately inform the seller about any problems in applying this article, including any relevant activities by third parties that could frustrate the purpose of this article. The purchaser shall make available to the seller information concerning compliance with the obligations under this article within two weeks of the simple request of such information.

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12. FINAL PROVISIONS

12.1
Withdrawal from the purchase agreement does not affect the rights for paying the contractual penalty or interest on late payment (if it has matured) or the right to damages for a breach of contractual obligations.

12.2
If any provision of the Terms of Business is invalid or ineffective or becomes invalid or ineffective, such invalid or ineffective provision shall be replaced with a provision the meaning of which will be as close to the original invalid provision as possible. Invalid or ineffective provision is without prejudice to the validity or effect of other provisions. Changes or amendments to the purchase agreement shall be made in a written form.

12.3
The contracting parties hereby declare that in the period prior to the conclusion of the purchase agreement neither party or its representative has committed any actions that could be classified as corruption (such as bribery, dealing with influence, clientelism, etc.).

12.4
The parties declare that they do not tolerate any form of corrupt conduct and undertake to take all appropriate and available measures to prevent the corruption of their employees, agents, suppliers and brokers and other third parties. The parties undertake to comply with the Code of Conduct of the seller at https://hskmgt.com/. In the event of a breach of this paragraph by one of the parties, the other party has the right to withdraw from agreements.

12.5
The seller is entitled to change these Terms of Business unilaterally to the extent necessary. The new wording of these Terms of Business shall be delivered by the seller to the purchaser's address. The purchaser is entitled to refuse the change in these Terms of Business and within a one-month period terminate them. Any changes to these Terms of Business are without prejudice to purchase agreements concluded before notifying such changes to the purchaser; changed Terms of Business shall apply only to subsequently concluded purchase agreements.

12.6
These Terms of Business are effective as of 01.08.2024 and remain valid until terminated or changed under the terms hereof. Termination of any other agreement between the parties, in particular termination of the framework business agreement (if concluded), is without prejudice to these Terms of Business that shall remain valid and effective.

ISSUED BY:

Marek Fanta

Managing Director

Handshake Management s.r.o.

Prague, 26. October 2026