

General Terms and Conditions (GTC) of Rutronik Elektronische Bauelemente CZ, s. r. o.

– Status: February 2015 –

§ 1 General Provision - Scope of Validity

- 1.1 These General Terms and Conditions (hereinafter referred to as the "Terms") shall apply to all business relationships between Rutronik Elektronische Bauelemente CZ s.r.o. (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer"), even if the contracts concluded between the same contractual parties do not refer to them later on. GTC shall apply to all contracts concluded between the Seller and a Buyer on-line under E-Commerce ("Rutronik24") and accordingly to all contracts relating to the performance of works or services. Additional T&C's or deviating from these GTC of a Buyer and T&C's of the Buyer, which contradict these GTC shall become part of the contract unless their validity is expressly acknowledged under a written confirmation of the Seller.
- 1.2. These GTC shall apply even if the Seller makes a delivery without objections acknowledging contradicting T&C's or if such GTC are not enclosed in individual cases in the future business relations. Additional or varying arrangements when compared with these GTC concluded for the performance of the contract between the Seller and a Buyer must be made in writing and take priority over these GTC. This shall also apply to cancellation of this requirement of written form. The rights arising to the Seller in accordance with the statutory provisions beyond these GTC shall remain unaffected.
- 1.3. These GTC shall only apply to entrepreneurs in accordance with the appropriate provisions of Act No. 89/2012 Coll., of the Czech Civil Code, as amended (hereinafter referred to as "CzCC").

§ 2 Offer and Conclusion of Contract

- 2.1 Any offers and bids of the Seller, irrespective of their nature, shall not be binding unless they are explicitly designated as a binding offer. Such offers and proposals of the Seller shall represent only a notice for the Buyer to submit a petition for the conclusion of contract to the Seller through their order. Any data referred to in the catalogues and leaflets and presentations of goods via E-Commerce and other advertising and promotional media and any data referred to under the law shall serve only for the purposes of an overview of goods and shall not represent an offer for the conclusion of contract and shall not be part of such contract.
- 2.2 Any orders of a Buyer performed on the basis of a binding offer of the Seller shall be deemed as offers binding for the conclusion of contract. The Seller shall be entitled to accept an order within 14 days after its receipt. An order (proposal for the conclusion of a contract) shall be deemed accepted and the contract concluded upon the confirmation of the order by the Seller or upon the delivery of the ordered goods.
- 2.3 The serving of a written confirmation of an order of the Buyer or the immediate performance of the order and shipment of the ordered goods shall be decisive for the moment of the conclusion of a contract.
- 2.4 If the Buyer objects to the content of the order confirmation or against the goods delivered, the Buyer shall claim it against the Seller without any undue delay. Otherwise, the order shall be fulfilled (contract shall be concluded) according to the data and content of the confirmation of the order.
- 2.5 Orders of goods designated by the Seller as non-standard goods or "NCNR" (Non-cancellable Non-refundable) may not be cancelled by the Buyer. Goods may be designated as standard goods or NCNR e.g. in offers, product catalogues or in the confirmation of an order. The Buyer shall be authorised to amend, modify or cancel standard goods orders or to extend the delivery deadline only with the consent of the Seller.
- 2.6 Conclusion of contract and its fulfilment shall be subject to the non-existence of obstacles due to the conflict with the system of law of the Czech Republic, USA and the applicable national system of law, EU legislation or international law or due to an embargo or other sanctions. The Buyer shall be obligated to provide the Seller with all necessary information and documentation, as well as to provide permits that are necessary for export or import of goods or the provision of services. The Buyer undertakes not to export goods into countries that are banned from exporting into.
- 2.7 When justified, the Seller shall be authorised to terminate the distribution of individual products as well as restrict the access to application of Rutronik24 and do so without the Buyer's entitlement to the compensation of damages, irrespective of their type or nature.

§ 3 Description of Goods

- 3.1 If the contract relates to goods that are subject to further technical development, the Seller shall be entitled to deliver the goods corresponding to the latest catalogue sheet of the manufacturer, if such goods are appropriate for the contractual purpose. Equally variances common in the industry or variances due to legal regulations shall be permitted. The Buyer shall be obligated to notify the Seller if its interest is restricted exclusively to the ordered type and no deviation from such type shall be permissible under any circumstances.
- 3.2 Data on goods offered by the Seller, in particular in leaflets, catalogues, catalogue sheets, advertising materials, specifications and descriptions, system specifications and other technical or delivery conditions, certificates (e.g. Compliance Certificate) and other documents do not represent any kind of warranty of fitness, quality or durability by the Seller. Without an express written agreement the Seller shall not be liable for quality risks in case of typical defects.
- 3.3 The samples of the goods offered by the Seller shall be considered as test samples and shall not provide for a warranty relating to the attributes of the goods without an express written agreement, while valid tolerances must be taken into account.
- 3.4 The manufacturer's data on the reliability of the goods delivered shall serve as a statistical mean value explicitly for information and shall not relate to specific deliveries or series delivered.

§ 4 Preliminary Orders

- 4.1 Preliminary orders (Framework Contract), under which the Buyer orders a specific amount of goods that are to be delivered through several partial deliveries over a period of a specific time period, shall be possible only under a separate contract specifying the fixed dates of the performance of such partial deliveries. Unless it is agreed otherwise, a Framework Contract shall be concluded for a maximum period of 6 months, during which the Buyer shall be required to accept the ordered goods.
- 4.2 The Buyer shall be entitled to cancel individual partial orders no later than 8 weeks before the agreed date. If the orders were not cancelled under the provisions of Article 4.1 above, the Seller shall be entitled to deliver all goods ordered and invoice them or withdraw from the contract and/or request compensation for loss after the lapse of an appropriate additional period of time.

§ 5 Prices/Adjustment of Prices

- 5.1 The prices referred to in the Seller's confirmation of the order shall be decisive. Prices shall be determined *ex works* and shall not include any special costs of packaging, transportation, insurance, customs duty and VAT.
- 5.2 VAT shall be referred to in the invoice separately, i.e. at the statutory rate valid on the date of its issue. In the case of a reverse charge, the Buyer shall become the payer of the value added tax and undertakes to duly pay such tax. For the purposes of the classification of the goods, the Buyer undertakes to comply with the instructions provided by the Seller. The Seller may provide the Buyer with a list of goods to which the reverse charge applies.
- 5.3 If, at the time between the conclusion of the contract and the delivery of the goods ordered an increase of costs occurs that was not affected or foreseeable by the Seller, mainly due to changes in raw material prices (including exchange rate changes), the seller shall be authorised to adapt the prices within the changed conditions and excluding any additional profit, but only in cases where goods are to be delivered no earlier than after the lapse of two months after the conclusion of the contract. If the increase is by more than 10% of the price agreed, the Buyer shall be authorised to cancel the contract (through withdrawal or cancellation).
- 5.4 The Seller shall be entitled to retain the goods and demand payment of the purchase price or the provision of security before their delivery if after the conclusion of the contract it appears unlikely that the Buyer will fulfil its obligations arising under the contract or if the Buyer refuses to fulfil its obligations.

§ 6 Payment Terms

- 6.1 Unless otherwise agreed in writing, all invoices of the Seller must be paid immediately and no later than within 30 days after the date of their issue, without any deductions.
- 6.2 In the case of a delay in complying with any of the payment obligations, the Seller shall be entitled to demand a payment of default interest at the rate of 8% above the repo rate of the

- 6.3 Czech National Bank valid for the first day of the calendar half-year in which the default occurred along with a lump-sum reimbursement for the recovery of amount due at the amount of CZK 1,200.00. The payment of the lump-sum cost reimbursement shall not be affected by the statutory right of the seller to require payment of the costs actually incurred. Bills and checks shall be accepted only on the basis of an express written agreement and only for the purpose of payment. Discount charges and other costs of bills and checks shall be borne by the Buyer. The rights of the Seller arising under the provisions of Section 10 of GTC shall remain valid until the complete fulfillment of all receivables due.
- 6.4 The Seller shall be entitled to first offset payments of the Buyer against Buyer's oldest debt. If cost and interest were incurred, the Seller shall be entitled to include the payment in the costs and then the interest and finally the principal claim.
- 6.5 If the Buyer fails to accept the goods ordered even within the grace period specified by the Seller, the maturity of the purchase price shall become effective at the moment the Seller declares that the goods are ready for dispatch. From this moment, the Seller shall be entitled to a contractual penalty of 1% of the price of the goods ordered for each week the Buyer is in default of acceptance. For such cause, the maximum amount of contractual penalty shall be 5% of the purchase price. Any other claims of the Seller shall remain unaffected by the payment of the contractual penalty.

§ 7 Offsetting and Retention of Payments

- 7.1 Counterclaims of the Buyer entitle the Buyer to offset only if their existence is finally confirmed by a court or if there is no doubt of their existence and if they are uncontested between the Seller and the Buyer. Exercising the right of retention of payments shall be permitted to the Buyer only if its counterclaim was finally assigned or if it is undisputed between the Seller and the Buyer and relates to the same contractual relationship.
- 7.2 Assignment of claims of the Buyer shall be possible only on the basis of the prior written consent of the Seller.

§ 8 Delivery Period, Partial Delivery

- 8.1 The goods shall be delivered "ex works" ("EXW") pursuant Incoterms 2010.
- 8.2 The agreement of delivery periods and deadlines requires the written form. Delivery periods and deadlines are not binding unless expressly stipulated as binding. Unless otherwise agreed, the goods of the Seller shall be deemed delivered on time upon their delivery to the shipping company at the place of the registered office or warehouse of the Seller or in the case of default of the Buyer related to the acceptance of the goods also at the moment of the notification of the Seller that the goods are ready for dispatch. The same shall apply to the provision of services.
- 8.3 The delivery deadline shall not start running before the complete provision of documentation, permits and agreements to be provided by the Buyer, upon the clarification of all questions and the performance of the deposit agreed. Compliance with the delivery deadlines and periods requires timely and due fulfillment of outstanding obligations of the Buyer. The Seller shall be responsible for the compliance with the delivery periods and deadlines agreed with the Buyer only provided the Seller is supplied with the ordered goods by its supplier on time. The same shall apply to the provision of services.
- 8.4 If the Seller does not receive the appropriate performance from its suppliers without the Seller's own fault or in the case of Force Majeure, i.e. in the case of impediments beyond the Seller's control lasting more than four weeks, the Seller shall be obligated to notify the Buyer. In such case, the Seller shall be authorised to extend the delivery deadline by the period of the impediment or completely or partially withdraw in relation to an unfulfilled portion of the contract. However the Seller may do this only if it fulfilled its reporting obligation and the impediment is ongoing for more than two months. Circumstances of Force Majeure shall also include strikes, interventions of state authorities, shortage of raw materials in the market, uncaused traffic restrictions, obstacles in plant operations beyond a party's control, e.g. due to fire, flood or machine defects and any other restrictions or limitations, which, based on an objective point of view, are not attributable to the Seller.
- 8.5 If the agreed delivery period was binding, but the actual delivery date is exceeded due to the causes referred to above in Article 8.4 of these GTC by more than two months or if it had to be assumed that the Buyer will not be interested in the delivery of the goods/services, the Buyer shall be entitled to withdraw from the yet unfulfilled part of the contract after the lapse of an appropriately addition period set out by the Seller after the emergence of the delay. An appropriate additional period shall not be necessary in cases where the default concerning the performance of the contract may be deemed a gross breach of contract under the appropriate provisions of the CzCC.
- 8.6 Partial deliveries shall be permitted if they do not cause the Buyer to incur significant additional costs as a result.
- 8.7 Tolerance of the volume of orders comes to +/- 5% due to production and technical reasons. In the case of the fulfilment of such tolerance, the agreed price for the actually delivered goods shall remain unchanged and the difference shall not be refunded.
- 8.8 In the case of the Seller's late delivery of goods, the Buyer shall be entitled to withdraw from the contract after the lapse of an additional appropriate deadline for the rectification as provided by the Seller to the Buyer.

§ 9 Passing of Risk / Shipping

- 9.1 The risk of an accidental destruction and an accidental damage of goods shall be transferred to the Buyer no later than at the moment of the transfer of goods to the Buyer or in the case of shipping at the moment of the transfer of goods to the shipping company or for the realisation of the delivery by another designated person. This shall also apply in the case of the performance of partial deliveries or if free shipping of goods to the Buyer is agreed. The Seller shall insure the goods at the request and at the expense of the Buyer by way of a transport insurance against the risks specified by the Buyer.
- 9.2 If the delivery is delayed due to circumstances which the Buyer was responsible for, the risk shall be transferred to the Buyer on the day when the goods are ready for dispatch and the Buyer is informed of this.
- 9.3. If the Seller selects a method of transport, route or a specific carrier, the Seller shall be responsible only for intent or gross negligence in such selection.

§ 10 Retention of Title

- 10.1 Under the provisions of Section 2132 et seq. CzCC, ownership of the delivered goods shall be retained by the Seller until full payment of the purchase price. The Buyer shall be obligated to handle the goods subject to the retention of title with due care for the duration of the retention of title. In particular the Buyer shall be obligated to sufficiently insure the goods at its own expense up to the amount of the procurements price against fire, water damage or theft. The Buyer shall be obligated to assign the entitlements to damages arising from such insurance to the Seller and the Seller shall accept such assignment. If the assignment is not permissible, the Buyer hereby irrevocably instructs its insurer to effect all payments to the Seller exclusively. Further claims of the Seller shall not be affected. Upon the request of the Seller, the Buyer shall be obligated to provide proof of the conclusion of the respective insurance contract to the Seller.
- 10.2 The Buyer shall not be permitted to sell the goods subject to the retention of title beyond the scope of common entrepreneurial activities. The Buyer shall not be permitted to pledge, use as security or dispose of the goods subject to the retention of title in any manner threatening the ownership of the Seller. In the event of seizure or other acts of third parties, the Buyer shall be obliged to notify the Seller immediately in writing and provide it with all necessary information, to inform the third party of property rights of the Seller and cooperate with the Seller to ensure the protection of goods subject to retention of title. The Buyer shall bear all costs which it is responsible for and which must be incurred for the removal of the interference and to regain the goods unless such costs cannot be obtained from the third person.
- 10.3 In the case that the Buyer violates the obligation referred to in Article 10.2 GTC, the Buyer shall be obligated to assign the claims from the resale of the goods together with all auxiliary rights to the Seller regardless of whether the goods subject to the retention of title were sold before or after processing and the Seller shall accept such assignment. In case the assignment is not permissible, the Buyer hereby irrevocably instructs the third-party debtor to effect all payments to the Seller exclusively. The Buyer is revocably authorised to collect the claims assigned to the Seller. The collected amounts must be immediately transferred to the Seller. The Seller may revoke the authorisation of the Buyer to collect as well as the authorisation of the Buyer to resell, if the Buyer fails to properly comply with its payment obligations to the Seller, is in default of payment, stops its payments or in case of an application to commence insolvency proceedings regarding the assets of the Buyer. Further sale of receivables shall require the prior consent of the Seller. The right of the Buyer to collect shall cease with the notice of assignment to the third-party debtor. In case of revocation of the collection authorisation, the Seller may require the Buyer to notify it of the

- assigned claims and their debtors and all data necessary for their recovery, to provide the relevant documents and to notify the debtors of the assignment.
- 10.4 In case of default in payment of the Buyer, the Seller shall be entitled to withdraw from the contract without prejudice to its other rights. The Buyer shall be obliged to provide the Seller or the third party authorised by the Seller with immediate access to the goods that are subject to retention of title and to surrender the goods. After an adequate early caution, the Seller may utilise the goods that are subject to retention of title to satisfy its due claims against the Buyer.
- 10.5 Processing or modification of the goods subject to retention of title by the Buyer shall belong to the Seller. The position of the Buyer in respect of the goods subject to retention of title shall also continue in the case of the processed or modified items. If the goods are processed, combined or mixed with other goods which are not the property of the Seller, the Seller shall acquire the co-ownership of new items in the ratio of the value of the goods delivered and the other items processed at the time of processing. The Buyer shall store the newly produced items for the Seller. In regards to items resulting from the processing or modification, the same provisions as for the goods subject to retention of title shall also apply.
- 10.6 The Seller shall be obligated to release collateral provided to it at the request of the Buyer, if the realisable value of collateral with the consideration of a common bank reduction in valuation of prices exceeds the claims of the Seller from the business relationship with the Buyer by more than 20%. The valuation shall be based on the accounting value of the goods subject to retention of title and the nominal value of receivables.
- 10.7 In the case of delivery of goods to other jurisdictions in which retention of title as per the provisions of Article 10.1 to 10.6 GTC does not have the same security effect as in the Czech Republic the Buyer hereby provides the Seller with the corresponding security rights. Should other declarations or acts be required for this, the Buyer shall make or do such declarations or acts. The Buyer shall cooperate in all measures necessary and required for the effectiveness and enforceability of such security rights.
- § 11 Complaints, Usage Restrictions and Liability**
- 11.1 The Seller shall guarantee that the goods delivered have the properties specified by the manufacturer in writing or under the agreement of the parties and which are verifiable in respect to the technical parameters. Attachments, lists and other documents of the Seller shall not be part of the Seller's guarantee, unless the Seller expressly accepted them.
- 11.2 The Buyer shall acknowledge that the delivered goods are intended only for the purposes specified by the respective manufacturer. This usually involves non-use of the goods in systems for the conservation or support of life, or in military systems or for other purposes, in which the failure of the goods could, by a reasonable estimate, lead to a loss of life, bodily harm or injury or to exceptionally high damage to property ("restricted purposes"). The Buyer shall be authorised to use the goods for restricted purposes only in the case of the explicit consent of the manufacturer or the Seller. Otherwise the Buyer shall be liable for all and any damage caused. The same shall apply should the Buyer breach the laws of the Czech Republic, USA or the applicable laws of another state, EU, international laws, embargoes or other sanctions.
- 11.3 Agreed properties of goods under the provisions of Sections 2095 - 2098 of the CzCC shall mean the specifications in accordance with the respective manufacturer's data sheet exclusively. The Buyer shall be liable for the suitability and safety of the goods for the use of the Buyer. The above referred shall also apply to all analyses and tests carried out by the Seller and their recommendations, as well as the manufacturer's data relating to the content of environmentally hazardous substances, for which the Seller assumes no responsibility. The Seller shall be solely liable for defects of the goods at the time when the risk to the goods is transferred to the Buyer even if the defect becomes apparent only after such time. Apart from the liability for defects referred to in this article of GTC, the Seller shall not assume any additional guarantees, irrespective of their nature, in particular the Seller shall not assume any guarantee for the quality or durability of the goods.
- 11.4 If, by an order of the Buyer, the goods to be delivered are processed by the Seller (e.g. bent or cut connections, deprived wrap, rewound), the provisions of Article 11.1 and Article 11.2 of these GTC shall apply accordingly. The Seller shall, in such case, commit to a careful processing corresponding to the arrangement of the Buyer agreed in writing without any liability for any possible processing effects on the function of the goods. Should items used for the processing of the goods be provided by the Buyer, the Seller shall not be liable for defects of the goods that arise as a result of the use of these items. The application of the provisions of Section 2102 of the CzCC shall be excluded.
- 11.5 The rights of the Buyer arising from the Seller's liability for defects shall be on proviso that the Buyer examines the goods immediately after the transfer of the risk of damage to the goods, however no later than within the deadline of eight days after the receipt of the goods from the Seller or after the Seller's offer of delivery of goods. The Buyer shall notify the Seller of defects within such deadline in writing. The Buyer must not accept the goods in conflict with the provisions of the contract. If the goods are shipped by the Seller, the inspection of the goods may be deferred to the time of the delivery of the goods at their destination. If the Buyer fails to inspect the goods according to the provisions of these GTC, the liability of the Seller for any obvious defects of the goods shall be terminated. The application of the provisions of Sections 2104 - 2105 of the CzCC shall be excluded. A written complaint concerning hidden defects must be raised with the Seller immediately after their discovery or after the hidden defect could have been detected upon the performance of a careful inspection, however no later than before the expiry of one year from delivery of goods or after the delivery of the goods at the place of delivery, otherwise the rights of the Buyer based on defects of the goods/services shall be terminated. The application of the provisions of Section 2112 of the CzCC shall be excluded. The Buyer shall be obligated to describe the claimed defects to the manufacturer in detail and in writing. The Buyer shall be required to send the goods to the Seller for inspection of defects at its own expense. The Buyer shall be obligated to provide for appropriate measures required for the provision of complete documentation with the shipping company.
- 11.6 If the goods are delivered by the Seller in parts which allow for an inbound statistical quality control according to the common principles, at least such control must be performed as the inbound inspection. Test conditions and criteria set out in the relevant standard conditions shall apply to such inspection.
- 11.7 In the case of defective goods, the Seller must be provided with an adequate opportunity and time to rectify them, in particular the relevant goods must be sent to the Seller upon Seller's request for inspection. In the case of the removal of defects, the Seller shall be obliged to bear all costs associated with the removal of the defects, in particular the transportation costs, travel, labour and materials, unless they increased due to the fact that the goods were dispatched to another place *[but]* at the delivery address - all provided the goods were actually defective. Personal and material costs incurred by the Buyer in relation to this shall be accounted for as its own expenses. The application of the provisions of Sections 2106 - 2110 of the CzCC shall be excluded.
- 11.8 The Seller shall be entitled to determine a reasonable deadline for the subsequent performance due to the removal of claimed defects, delivery of missing goods or delivery of defect-free goods in accordance with its capacity. The Buyer may not effectively assert any damages and claim contractual penalties before the expiry of the deadline set out by the Seller.
- 11.9 The Seller shall be entitled to make the subsequent performance, removal of defects or delivery of new goods subject to the full payment of the purchase price due. The Buyer shall however be entitled to retain part of the purchase price with respect to the scope of the defects.
- 11.10 If the Seller is not able to deliver the missing or defect-free goods within the prescribed deadline for the subsequent performance to rectify the claimed defects, deliver the missing goods or to deliver defect-free goods, the Buyer may, after the expiration of a reasonable period, additionally set out for the Buyer, demand a reduction of the purchase price or withdraw from the contract, provided it notified the Seller of its intention to withdraw from the contract prior to such withdrawal. This shall not apply in the event of defects which do not represent a gross violation of the contract. The Buyer may reasonably reduce the purchase price by a discount from the purchase price payable to the Seller or require a refund of the purchase price paid up to the amount of the discount or apply such discount against a claim of the Seller (only with the express consent of the Seller). The application of the provisions of Sections 2106, 2107 and 2110 of the CzCC shall be excluded. The same shall apply if the subsequent performance is not effected, is not acceptable to the Buyer or is delayed beyond the scope of a reasonable period for reasons for which the Seller is liable.
- 11.11 In the case of defects due to normal wear and tear, improper handling or improperly performed modifications or repairs carried out on goods by the Buyer or a third party, the

- complaint entitlement shall not apply. This shall also apply to defects attributable to the Buyer or to another cause beyond the original defect.
- 11.12 The entitlement of the Buyer to damages shall only include the actual damage (*damnum emergens*), and shall not include any loss of profit (*lucrum cessans*), and only purposefully expended costs shall be included in the damage or other loss.
- 11.13 Defective goods may only be returned to the Seller for the purpose of subsequent performance upon the prior written consent in accordance with the current rules of the Seller (RMA procedure). The risk of an accidental destruction of or deterioration of the goods shall pass to the Seller only at the moment of the acceptance of the goods by the Seller at its registered office. The Seller shall be entitled to refuse goods returned without previously issued RMA number.
- 11.14 The Seller shall be liable to the Buyer for any damages arising out of the violation of the warranty or damage to life or health without limitation. The same shall apply to damage caused by intent or gross negligence, to damage caused by breach of the statutory liability for product defects and damage caused by malicious non-disclosure of defects of goods. The Seller shall be liable for damage caused by negligence only in the case of the violation of essential contractual obligations. An essential contractual obligation of the Seller shall particularly mean a delivery corresponding to the agreed attributes of the goods (Article 11.1 of GTC), proper storage and due delivery of the goods to the shipping agent. In case of a breach of these obligations, delay and impossibility of performance, the Buyer declares that it does not anticipate or has no reason to anticipate damage in excess of the amount of the purchase price of the goods in connection with the execution of these material contractual obligations. Statutory liability for damage caused by defects of the goods shall not be affected hereby.
- 11.15 All entitlements of the Buyer arising out of the Seller's liability for defects shall expire within the period of limitation of one year.
- 11.16 A statement made by the Seller in regard to a claim asserted by the Buyer shall not be interpreted as an agreement by the Seller to start negotiations concerning the complaint or the circumstances constituting the claim, unless the claim is rejected in its entirety.
- § 12 Liability for Damage Caused by a Defect**
- 12.1 The Buyer shall not modify the goods, especially delete or change warnings of dangers relating to the improper use of the goods. In the event of a breach of this obligation the Buyer shall release the Seller, in the internal relationship, (between the Buyer and the Seller) from liability claims for damage caused by a defect of the goods against third parties to the extent to which the Buyer shall be responsible for product defects.
- 12.2 If due to product defects the Seller gives a motion for a recall of goods or a warning, the Buyer shall support the Seller and ensure all reasonable measures as determined by the Seller. The Buyer shall be obliged to bear the costs of product recalls or warnings if the Buyer is responsible for the product defects and the damage incurred. Any additional claims of the Seller shall not be affected hereby.
- 12.3 The Buyer shall immediately inform the Seller of the risks of the use of goods and possible defects of the product the Buyer may become aware of.
- § 13 Protection of Industrial Property and Copyright**
- 13.1 The goods may be subject to the rights of third parties arising from intellectual property. The Seller shall not be responsible for any third-party claims arising from an infringement of their intellectual property rights. The Buyer shall not be conferred any intellectual property rights relating to the goods.
- 13.2 If the delivery includes software or other intellectual property, such software or other intellectual property shall be provided to the Buyer under the terms of copyright and license to use. These conditions are shown in the license agreement that accompanies the software or other intellectual property. These conditions do not confer rights and license to use the software or other intellectual property in the manner or for a purpose that is not expressly permitted by the license agreement.
- § 14 Reports to the Manufacturer, Data Protection**
- 14.1 Delivered goods shall be intended to remain in the country of delivery agreed with the Buyer. Goods subject to the provisions of an embargo cannot be exported by the Buyer.
- 14.2 Delivered goods shall be subject in particular to the export controls and the provisions on embargo of the Czech Republic, EU and USA. The Buyer shall be obligated to obtain information on the relevant export or import provisions or restrictions and to obtain any permits.
- 14.3 The Buyer shall be obliged to act in accordance with the relevant legislation when handling or disposing of the goods.
- 14.4 The Buyer shall also bind its customers by the obligations stipulated under Articles 14.1 to 14.3 of these GTC.
- § 15 Final Provisions**
- 15.1 Transfer of rights and obligations of the Buyer to a third party shall be possible only with the written consent of the Seller.
- 15.2 As per the provisions of Section 89a of Act No. 99/1963 Coll. of the Czech Code of Civil Procedure, as amended (hereinafter referred to as the "CCP") the Buyer and the Seller have agreed, that for all disputes arising out of or in connection with contracts governed by these GTC the court competent at the seat of the Seller shall have jurisdiction - unless expressly stipulated otherwise under the relevant legislation, particularly the CCP. The Seller shall however always be entitled to sue the Buyer also at the place of its registered office. In such case, the general court at the seat of the Buyer shall have local jurisdiction.
- 15.3 The legal relationship between the Seller and the Buyer shall be governed by the law of the Czech Republic, in particular the CzCC, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 17.4 If any provision of these GTC is or becomes ineffective or unenforceable, either in whole or in part, or if there is a gap in these GTC, such shall not affect the validity of the remaining provisions. Instead of the ineffective or unenforceable provision, the provision which is the closest to the purpose of the ineffective or unenforceable provision shall be considered effective and enforceable in its place. In the case of a gap, the provision, which corresponds to what would have been agreed to for the purposes hereof, had the contractual parties been aware of such fact from the beginning, shall be considered agreed.