**General Business Terms of Q TECH s.r.o.**

**Basic Provisions**

These General Business Terms (hereinafter as “GBT”) are valid for all contractual relationships between the company Q TECH s.r.o., Troubelice 354, Zip code 783 83, Ident. No.: 25865943 (hereinafter as “Q TECH“) and other persons, where Q TECH is in the position of a Seller in case of a Contract of purchase or a Contractor in case of a Contract for work (hereinafter as “Contracts“). The Contracts between the Parties hereto are concluded in the form of a written confirmation of orders.

These GBT create an integral part of the Contracts in terms of provisions of §1751 of the Act. No. 89/2012 Col., Civil Code (hereinafter as “Civil Code“). The company Q TECH s.r.o. is marked as a “Seller“ further in these GBT regarding the Contracts. The Buyer and the order party are marked as a “Buyer” further in these GBT regarding the Contracts.

All changes of these GBT shall be made in writing. Mutual rights and obligations of the Parties hereto are governed by these GBT in the version being valid on the day of concluding this Contract.

The General Business Terms are published on the web sites of the Seller [www.qtech.cz](http://www.qtech.cz) and every Buyer has possibility to familiarize himself/herself with their current version.

Deviating arrangement in the Contract take precedence over wording of these GBT. These GBT take precedence over any other business terms of the Buyer or Third persons, also in case that the Buyer refers to them explicitly in any documents of him or in other way while negotiating the Contract. In case that any provision of these GBT becomes or proves invalid, illegal or not enforceable, the force and enforceability of other provisions remain not affected by it.

**1. Acceptance of orders**

1.1.

The Buyer shall send the order to the Seller in writing by means of the Buyer´s internet portal, per e-mail or facsimile. The order shall contain at least a kind and quantity of the subject matter of the delivery and a place of delivery.

1.2.

The Seller shall notify the Buyer after the order is delivered if he keeps the given products in the required amount to the required time, or he shall advice the Buyer of the date when he can deliver the products.

1.3.

The Seller shall confirm the acceptance of the order in writing by sending an order conformation, as a rule per e-mail or by means of the Buyer´s internet portal where an exact specification of the subject matter of the delivery is stated, price of the subject matter of the delivery, supposed date of delivery, place of delivery, terms of payment, eventually further details.

1.4.

The Buyer is obliged to check the order and send the Seller his consent within 5 days from its receipt at the latest.

1.5.

In case that the Buyer does not express his dissent from data stated in the order confirmation within 5 days from sending the confirmed order by the Seller to the Buyer, the order confirmation is taken for agreed by the Buyer.

**2. Delivery and delivery terms, passage of the risk of damage to the subject matter of the delivery**

2.1.

The Seller is obliged to deliver the subject matter of the delivery stated in the Contract of purchase.

2.2.

The Contract is taken for executed in this way. The Buyer is obliged to accept such delivery of the subject matter of the delivery and to pay the price of the subject matter of the delivery according to the quantity of the subject matter of the delivery .

In case of cancellation of the Contract the Buyer is obliged to pay the Seller the invoices cost incurred.

2.3.

The place of delivery is the premises of the Seller in Libina. Performance of the subject matter of the delivery means a moment of performance according to the delivery term EXW of INCOTERMS 2010, unless otherwise agreed by the Parties hereto. In case that the Buyer does not take over the subject matter of the delivery to the agreed time and also later on a written call per facsimile *or* e-mail the Seller deems to fulfill his obligation on the tenth day from sending the call.

Unless otherwise agreed in writing by the Parties hereto, the Seller is obliged to prepare the subject matter of the delivery for the Buyer in premises of the Seller. The Seller is entitled to deliver the subject matter of the delivery also in part deliveries.

2.4.

A passage of the risk of damage on the subject matter of the delivery is given by handing over the subject matter of the delivery to the Buyer, eventually according to the confirmed delivery terms according to INCOTERMS 2010.

**3. Price of the subject matter of the performance, payment**

3.1.

The price of the subject matter of the delivery is agreed in Czech crowns according to a current valid price list of the Seller, unless otherwise agreed by the Parties hereto.

3.2.

The price of the subject matter of the delivery depends on the material price according to the index MEPS EU (development of steel prices ±5%) for the Seller to execute the subject matter of the delivery and according to the CZK/EUR exchange course movement. In this connection the Buyer accepts the Seller´s price list update of the subject matter of the delivery or that one of an individual product.

3.3.

The amount and maturity of the price of the subject matter of the delivery as well as the bank data are stated in the text of the Contract and on the invoice. In case of a variance between the data in the contract of purchase and invoice the data on the invoice are decisive. The Buyer is not entitled to hold back the sum to be paid according to the Contract from any reason or to charge it against his claims toward the Seller without his prior written approval. It refers also to the case when a claim for a defect of the delivered subject matter of the delivery arises to the Buyer.

3.4.

The date of receipting the total sum on the Seller´s account is taken for the date of settlement of the price. In case of not meeting the term of payment the Seller is entitled to ask the Buyer to pay the interest on late payment amounting 0.05% of the outstanding amount for every day of delay.

Provisions of §1805 Section 2 of the Civil Code will not be applied. If the Buyer is in delay with payment the invoiced sum the Seller is entitled to hold the not executed deliveries of the subject matter of the delivery back or to withdraw from the already concluded Contracts.

**4. Acquisition of the proprietary right, packaging of the subject matter of the performance**

4.1.

The proprietary right to the subject matter of the delivery according to the Contract passes to the Buyer to the moment when the Buyer settles the Seller the full price of the subject matter of the delivery.

4.2.

The subject matter of the delivery shall be delivered in an adequate package, which the Seller is responsible for the agreed transport for.

**5. Defects, notice of defects**

5.1.

The Buyer is obliged to survey the subject matter of the delivery carefully as soon as possible after the risk of damage on the subject matter of the delivery passes. The Buyer shall notify the Seller of defects, which he could find in this survey while applying a professional care within 5 day from delivery of the subject matter of the delivery to the latest, otherwise the claims for these defects become extinguished.

5.2.

The Buyer´s right from hidden defects of the subject matter of the delivery shall be notified to the Seller in writing, in time and without an unreasonable delay after the Buyer could find them while applying a sufficient care.

Provisions of §2108 of the Civil Code will not be applied.

5.3.

The Buyer has no rights from defects if the defects were caused by tear and wear, external events, third parties, without the fault of the Seller, especially by unprofessional infringes, incompetent handling, while using for other purposes than the subject matter of the delivery is designed for, by mechanical damages while handling, by an improper usage, forcible infringes, modifications, wrong storing etc.

5.4.

If the claim is recognized as legitimate, the Buyer is entitled to let remove the defect by repair or by delivery of a new subject matter of the delivery according to the Seller´s choice free of charge and without an unreasonable delay within three months to the latest after the claimed subject matter of the delivery is delivered to the address of the Seller, unless other time agreed by the Parties hereto to remove the claim.

The claimed subject matter of the delivery shall be returned in the original package and the conditions shall be stated under which the subject matter of the delivery was used.

5.5.

If the Seller did not deliver the subject matter of the delivery to the Buyer in the quantity, quality and version according to the Contract, it is an infringement of the Contract in an unsubstantial way and the claims for defects of the subject matter of the delivery will be solved according to provisions §2107 of the Civil Code.

**6. Limitation of liability**

6.1.

The liability of the Seller for defects of the subject matter of the delivery towards the Buyer is limited by obligations resulting from the Section 5. Defects, notice of defects of these GBT. The Seller is not responsible for any indirect, additional or subsequent damages or profit lost, which can arise to the Buyer in connection with the subject matter of the delivery, e.g. while its improper usage. Eventual compensation for detriments of the Buyer by the Seller in case of any infringement of the Contract is limited to the amount of 100% of the price of the subject matter of the delivery delivered according to the infringed Contract.

**7. Further delivery terms**

7.1.

Changes to the Contract shall be done in writing and agreed by both Parties hereto; it concerns also the change of this provision.

The agreed delivery date of the subject matter of the delivery is prolonged by up to three further months from the date of a provable payment for previous deliveries of the subject matter of the delivery not settled in the term of payment.

**8. Force majeure**

8.1.

The Seller does not bear responsibility for losses or damages caused by the Buyer by a breach of the Contract as e.g. by non-delivery or late delivery of the subject matter of the delivery for reasons of force majeure, e.g. wars, floods, fire, legal strike, material, energy, fuel shortage or other objective causes not caused by the Seller. The Buyer is obliged to take over the subject matter of the delivery any time later when the Seller will deliver it to him.

**9. Personal data protection**

9.1.

Information on customers is hold according to valid legal regulations of the Czech Republic, especially according to the Act No. 101/2000 Col., on the personal data protection as amended. By concluding the Contract the Buyer agrees with processing and collecting his personal data in the Seller´s database after the Contract is performed successfully.

9.2.

The Buyer is entitled to access to his personal data, he has a right to correct them and other legal rights to these data. The personal data can be removed from the database on a written request of the Buyer. The Seller shall not pass the personal data of Buyers to any other person. The exception is created by external carriers, which the personal data of the Buyers are passed to a minimum extent needed to deliver the goods to.

**10. Final provisions**

10.1.

Legal relationships not governed by this Contract are governed by relevant provisions of the Civil Code and related legal regulations.

10.2.

The Law of the Czech Republic shall apply for legal relationships arising between the Buyer and the Seller on the Contract and in context of it.

All disputes that may arise from the Contracts or in connection with them including questions of their force shall be solved by general courts according to the valid legal order of the Czech Republic.

10.3.

These GBT create an integral part of the Contract and documents referred to by these GBT. The Buyer declares to have been familiarized with these GBT and to agree with them, IN WITNESS WHEREOF, he appends his signature.

These GBT are valid from 01.03. 2015.

The Seller: The Buyer:

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Ing. Miroslava Spurná

Managing Director of Q TECH s.r.o.