



VUES Brno s.r.o.
Mostecká 992/26
657 65 Brno
Czech Republic



electric rotating machines
electric drives electronic systems
automation and measurement systems

Research - Development - Manufacture - Engineering

General Trade Terms VUES Brno s.r.o.

1. GENERAL PROVISIONS

1. The General Trade Terms set conditions under which an individual purchase contract or contract for work (hereinafter referred to as "Contract") is concluded based on an order placed by the Buyer.
2. The subject of delivery, goods or service, is specified in the Contract.
3. The Contract becomes valid by, among others, a written confirmation of the Buyer's order which contains the specification of delivery and other trade terms. By confirming the order by the Seller, also these General Trade Terms are confirmed.
4. Determination of the subject of the Contract is set by the specification and quantity of goods that are sold. The subject of the Contract may be determined also by an order. The Seller is entitled to accept any changes in the subject of the Contract specified by the Buyer only if such change in the subject of the Contract is properly ordered in writing and if such change and the new price are supported by an amendment to the Contract.
5. The Contract and its provisions have priority to the general wording of the trade terms. The provisions of the trade terms have priority to the non-mandatory provisions of generally applicable legal regulations.
6. The parties may only withdraw from the Contract - with the exception of non-payment of an advance payment - in the cases specified by the Commercial Code or the Contract. The expression of withdrawal must be made in writing and must be delivered to the other party.

2. PAYMENT TERMS

1. The prices correspond to the delivery terms EXW.
2. Unless otherwise stated in the Contract, the Buyer shall pay the purchase price in two instalments: by paying the advance within 15 days after signing the purchase contract and by paying the remaining amount of the purchase price within 30 days after the receipt of goods.
3. If an advance payment for the contract price (Art. 2) is agreed upon, this agreement is considered a substantial requirement of the Contract. If the Buyer does not fulfil this obligation, the Seller is entitled to withdraw from the Contract.
4. The value added tax is charged after the fulfilment of delivery (partial delivery) in accordance with Act No. 235/2004 Coll. on the value added tax.
5. In order that the purchase price is paid at agreed dates, the Seller sends the Buyer an invoice. The invoice is due within 30 days after it is issued. The invoice is considered paid on the day on which the billed sum is credited to the Seller's account.
6. In the case of a provable increase in the prices of raw materials and energy or of another independent circumstance beyond the Seller's control resulting in an increase in the costs connected with the subject of the Contract by more than 3% against the state at the time of signing the Contract, the Seller is entitled to increase the purchase price appropriately. The Seller is obliged to notify the Buyer of the price increase in writing without undue delay.

3. DELIVERY TERMS

1. The subject of the Contract is delivered according to the technical specification that specifies the quality, design, packing and accompanying documentation. By signing the Contract, the Buyer expresses his consent with the specification and declares that he knows its content.
2. If the Buyer does not take over the subject of the Contract within 7 days from the Seller's advice, the Seller is entitled to bill it. The Seller is entitled to charge a storage charge if the Buyer does not take over the subject of the Contract within 1 month after the call for takeover. The storage charge is 0.1% of the value of the stored goods for each following, even started, week of storage.
3. The Contract will be fulfilled by the Seller once the Buyer, on the Seller's call, takes over the goods in the Seller's plant (EXW acc. to Incoterms 2000), unless otherwise agreed upon in the Contract.
4. The Contract will be fulfilled by the Buyer by taking over the subject of the Contract and by paying the purchase price which is made up by an agreement of both parties in

accordance with Act No. 526/90 Coll., on prices.

5. The Buyer shall not refuse to take over the Seller's delivery (partial delivery) before the date agreed. Each delivery (partial delivery) remains in the possession of the Seller until its purchase price is paid.
6. If returnable packages are used, the Seller charges their wear, which is included in the contract price, to the Buyer. If a returnable package is not returned within 30 days, the Seller is entitled to charge its price to the Buyer.
7. If the Buyer does not fulfil his previous obligations to the Seller properly as to the date of the performance of this Contract, the Seller is entitled to suspend the performance of this Contract, however, no later than until they are fulfilled. In such case, the Seller does not guarantee for subsequent or indirect damage caused by the late delivery of goods.
8. Keeping the delivery time requires that the Buyer's contract obligations including agreed payments are fulfilled in time, otherwise the delivery time is extended accordingly.

4. CONSEQUENCES ARISING FROM DELAYS

1. If the Buyer does not keep the set term of payment, the Buyer is obliged to pay the Seller, based on the Seller's billing, a contractual penalty for delayed payment in the amount of 0.05% of the outstanding amount for each day of delay, however, up to the maximum amount of 5% of the value of the goods delivered.
2. If the Seller does not keep the set date of delivery, the Seller is obliged to pay the Buyer, based on the Buyer's billing, a contractual penalty of 0.05% of the value of the goods that have not been delivered for each day of delay, however, up to the maximum amount of 5% of the value of the non-delivered goods.
3. If the purchase price or its part is agreed to be paid in advance, the Seller will not be in default of delivery of goods if the Buyer is in default of payment of the purchase price or its part.
4. If the Buyer does not pay an advance to the Seller, the Seller is entitled to withdraw from the Contract and the Buyer is obliged to pay the Seller provably incurred costs, however at least 10% of the contract price.

5. QUALITY GUARANTEE

1. The Seller gives guarantee for the faultless function of the goods delivered for 12 months from the day of delivery.
2. The Seller is not liable for damage caused by incorrect storage, incorrect external connection, damage by external effects, particularly by effects of electrical quantities of impermissible amount, unprofessional installation, incorrect setting or incorrect operation.
3. Repairs of the products are performed in the Seller's plant, unless otherwise agreed. The Seller provides a 6 month guarantee covering repaired parts starting from the shipping day of repaired goods.

6. PROTECTION OF TRADE SECRET AND KNOW-HOW

1. The Buyer understands that all information of the Seller regarding the development and manufacture of goods and other activities of the Seller is confidential and the Buyer must ensure that without the Seller's written consent it is not disclosed to third parties and cannot be misused by them.
2. The Seller understands that all information of the Buyer regarding the development and manufacture of goods and other activities of the Buyer is confidential and the Seller must ensure that without the Buyer's written consent it is not disclosed to third parties and cannot be misused by them.

7. OTHER PROVISIONS

1. If any of the provisions of the Contract become invalid, ineffective or inapplicable, the parties undertake to follow the content and purpose of this Contract and to take all acts and measures to fulfil the rights and obligations under the Contract and for this purpose they undertake to replace, on call of the other party, within ten days the invalid or ineffective or inapplicable provision with a correct provision that corresponds to the purpose of the original provision as best as possible.