

1 General information

- 1.1 The following Terms & Conditions apply to the present contract and to all future business relationships between customer and Meatest, spol. s r.o., based in Železná 509/3, Brno 619 00, Czech Republic (hereinafter called 'the Company').
- 1.2 Any deviations from these Terms & Conditions have to be previously agreed upon by both parties and explicitly defined in order confirmation.
- 1.3 Company hereby expressly rejects any contradictory business conditions that the customer may have.
- 1.4 This whole text has been written in Czech and English, both versions being deemed authentic, but for legal purposes the text in Czech is to be given priority of interpretation.
- 1.5 These Terms & Conditions are available online at www.meatest.com/files/download/ext/TC.pdf.

2 Quotations, documents

- 2.1 Company quotations are binding for a period of minimum 30 days from the creation date unless a further period is expressly agreed in writing. Submitted quotations are confidential and are not intended for third parties unless expressly approved by the Company.
- 2.2 Unless otherwise expressly stated in the quotation prices are to be understood net in EUR or USD for delivery FCA Brno factory, according to Incoterms 2010 and do not include installation, training nor factory acceptance test.
- 2.3 The Company shall not be held liable for conformity with the customer's application and/or requirements based on customer data such as drawings, drafts and contributions to discussion, which are conceived as part of consulting services provided within the context of contractual negotiations. This also applies to the choice of suitable materials. The only binding document is product specification as described in user manual of said product issued by the Company.

3 Purchase order, order confirmation, order cancellation

- 3.1 Purchase orders placed by the customer are valid once confirmed in writing by Company order confirmation. Only purchase orders sent by email or fax are acceptable.
- 3.2 The text of order confirmation is decisive for the contents of the signed contract as well as the type and content of the order. The customer is obliged to check all parts of the order confirmation and notify the Company of required amendments (if any) immediately in writing.
- 3.3 The contract may be cancelled by either the customer or the Company if the other party enters into bankruptcy or is more than 30 days late to fulfil the contract, in which case all claims of the Company become due.

4 Delivery conditions

- 4.1 Default delivery condition outside Czech Republic and Slovakia is FCA Brno factory according to INCOTERMS 2010, with no transport insurance and no partial deliveries.
- 4.2 Upon previous agreement and at the customer's expense, delivery conditions may be changed according to customer's instructions, clearly stated in purchase order. Confirmed delivery date shall remain FCA Brno factory regardless of selected transport mode.
- 4.3 Goods are delivered in carton or wooden box and protected against standard handling procedures during transport.
- 4.4 Delivery dates in order confirmations are indicative. The Company will use its best efforts to meet confirmed delivery dates but shall under no circumstances assume responsibility for late delivery.

- 4.5 The Company assumes no liability for delays of delivery as a result of "force majeure" or similar circumstances, which the Company itself is not responsible for and could not have predicted such as but not limited to the refusal of official approvals, labour disputes, special circumstances at supplier side, etc.
- 4.6 The customer's right to withdraw from the contract after expiry of an adequate deadline provided the Company remains unaffected. The statement of withdrawal can only be submitted in writing.

5 Payment conditions, prices

- 5.1 The prices listed in the order confirmation are binding. All subsequent price changes must be confirmed by both parties.
- 5.2 Orders are payable only by telegraphic transfer, using IBAN specified in the order confirmation and SHA or OUR bank charges mode. Company assume no responsibility for foreign bank charges.
- 5.3 All new customers without previous credit record with the Company are required to pay the order in full against proforma invoice prior to goods despatch.
- 5.4 Returning customer's payment condition may be changed to maximum of 30 days net with credit limit no larger than 10000 EUR or USD upon previous agreement.
- 5.5 The ownership of delivered goods shall remain with the Company, who reserves the right to dispose of them until all ordered items and associated costs have been paid and received by the Company in full. Customer shall be liable for loss and/or deterioration of the delivered goods until paid in full or returned to the Company. Overdue payments may be charged with up to 0.1% per day penalty fee.
- 5.6 Orders containing items which are not regularly kept on stock or orders with value exceeding certain amount may be subject to advanced payment of up to 50 % of order value payable upon order confirmation.

6 Return of goods

- 6.1 Return of goods has to be always confirmed the Company prior to goods dispatch. Unconfirmed returns may be rejected or sent back at customer's expense.
- 6.2 Transport costs for return of goods shall be paid by the customer.
- 6.3 It is highly recommended to use original packaging in good shape for return of goods. The Company reserves right to use new packaging at customer's expense on the way back to the customer if the packaging used for return of goods is deemed unsafe for shipment.

7 Warranty

- 7.1 The Company warrants that the delivered goods are free of defects of the works due to faulty construction, material or workmanship. The company shall be responsible only for making good by repair or replacement defects which have been notified to the Company during the period of warranty without any undue delay.
- 7.2 The Company shall not be responsible for other defects not attributable to the Company such as but not limited to faulty operation or maintenance, normal wear, nor damage after transfer of risk owing to faulty or negligent handling, excessive strain and such chemical, electrochemical or electrical influences as were not assumed at the time of the order placement.
- 7.3 Place for warranty claim is the Company headquarters in Brno. Customer may send goods for warranty claim by external forwarder upon previous agreement. Return transport and service charges shall be paid by the Company unless the initial inspection at Company premises proves defect cannot be attributable to the Company as described in previous clause.
- 7.4 Warranty period is 24 months from date of despatch. Warranty period may be prolonged to 36, 48 or 60 months if such service has been ordered and paid in full.
- 7.5 Save as in this Clause expressed the Company shall be under no liability in respect of any defects or deficiencies or any damage in connection therewith, irrespective of the legal grounds. In any case claims for indirect or consequential damages are excluded.

8 Repairs

- 8.1 All company products have lifetime support. Some products may be deemed beyond repair by the Company due to limited part availability.
- 8.2 Repair jobs can be ordered through standard purchase order stating all defects to be repaired. The Company is not responsible for fixing defects not stated in customer's purchase order.
- 8.3 All repairs are done in Company headquarters in Brno. Transport (if necessary) shall be paid by the customer in both ways.
- 8.4 The customer shall notify the Company in writing within 15 days from receiving the goods of any apparent repair flaws and within 12 months for other defects, which according to repair report should have been repaired. Further complaints will not be taken into consideration. Warranty remains unaffected by the repair.

9 Governing Law and Dispute Resolution

- 9.1 Any contract formed by confirming customer's purchase order shall be construed and governed by all respects in accordance with Czech Law. The contract language is Czech.
- 9.2 Customer may give the Company formal written notice of any dispute not resolved in the normal course of business. If the matter has not been resolved to the satisfaction of both parties within sixty (60) days of the notice, then either party shall be free to submit the dispute for arbitration under the Rules of Arbitration of the International Chamber of Commerce. The venue of arbitration shall be Brno, CZ. The arbitration award shall be final and binding on both Parties.
- 9.3 In case of legal dispute the legal venue shall be Brno, CZ and lawsuit language shall be Czech.
- 9.4 Total liability of the Company shall not exceed the order value and the Company shall in no event be liable for loss of profit, loss of revenues, loss of power, loss of use, loss of production, costs of capital, downtime costs, delays and claims of customers of the customer, or costs connected with interruption of operation, loss of anticipated savings, increased costs of operation or for any special, indirect or consequential damage or loss of any nature whatsoever.

10 Personal data protection

- 10.1 The company collects and stores personal data of its customers while doing business with them according to EU General Data Protection Regulation 2016/679 (GDPR). See our Data Protection Policy at www.meatest.com/files/download/ext/GDPR.pdf for more details.

11 Final clause

- 11.1 Ineffectiveness of single regulations of these terms and conditions shall have no influence on the validity of the other sections. If a regulation should be or become ineffective, the contracting partners shall substitute the ineffective regulation with an effective regulation, which resembles the economic and legal purpose of the ineffective regulation as closely as possible.
- 11.2 These Terms & Conditions replace all previous versions and are in force since July, 2019.