

# General Terms and Conditions for the Purchase of Materials

*(hereinafter referred to as "GTC")*

## 1. Opening Provisions

- 1.1. These GTC govern the contractual relations between **SERVIS CLIMAX a.s., VAT No. CZ25352628, with its registered office in Vsetín, Jasenice 1253, Czech Republic** (hereinafter referred to as the "Buyer"), and suppliers of materials (hereinafter referred to as the "Supplier") when purchasing materials or finished products (hereinafter referred to as "materials") on the basis of the Buyer's order.
- 1.2. The GTC form an integral part of each Buyer's order, unless otherwise expressly provided for in a written contract between the parties.
- 1.3. Any arrangements of the Supplier to a different effect are only valid if they are expressly confirmed in writing by the Buyer.

## 2. Contract Conclusion

- 2.1. The Buyer sends the order to the Supplier electronically. The order must contain
  - specifications of the goods according to the Seller's Product Specifications;
  - the chosen delivery terms;
  - the requested delivery date.
- 2.2. An individual purchase contract for the supply of materials is concluded on delivery of written confirmation of an order by the Supplier, or on delivery of the goods to the Buyer.
- 2.3. Additional framework conditions of cooperation between the Buyer and the Supplier may be agreed in the form of electronic minutes of negotiations between the parties. Such framework conditions shall complement the General Terms and Conditions and are a part thereof.

## 3. Price and Payment Terms

- 3.1. The price is set in the order as a fixed price in accordance with the Supplier's price list (previous price agreement). The price includes all costs of the Supplier connected to the delivery of the materials (including packaging costs, transport according to the applicable delivery terms, customs fees and insurance).
- 3.2. The Supplier is obliged to communicate an intended price update in writing at least 30 days before it takes effect; the change shall be valid only upon written approval by the Buyer.
- 3.3. Unless otherwise agreed, the Buyer shall pay the price on the basis of a tax invoice within 30 days of receipt of the invoice.

## 4. Delivery Terms and Conditions

- 4.1. The delivery time is binding and stated in the order.
- 4.2. The delivery terms are governed by **Incoterms® 2020**. Unless otherwise specified in the order, the **DAP** delivery term **to the Buyer's registered office** applies.

- 4.3. The Supplier is obliged to inform the Buyer without delay of any obstacles preventing due and timely delivery.

## **5. Transfer of Title and Risk of Damage**

- 5.1. The title passes to the Buyer on acceptance of the materials by the Buyer.
- 5.2. The risk of damage to the goods passes to the Buyer in accordance with the agreed Incoterms® delivery terms.

## **6. Liability for Defects, Warranty, Confidentiality**

- 6.1. The Supplier shall be responsible for the fact that the materials delivered correspond to the agreed specifications and intended use according to the order or purpose known to the Supplier.
- 6.2. The Buyer is entitled to claim defects within 30 days of their discovery.
- 6.3. The Supplier shall provide a quality warranty of at least 24 months from the date of acceptance of the materials, unless otherwise agreed.
- 6.4. The Supplier is obliged to maintain confidentiality of all information relating to the Buyer.

## **7. Applicable Law and Resolution of Disputes**

- 7.1. The contractual relations are governed by the law and legal order of the Czech Republic, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG)
- 7.2. Any disputes shall be settled before the competent court in the place of the Buyer's registered office.

## **8. Final Provisions**

- 8.1. The invalidity or ineffectiveness of any provision of these GTC shall be without prejudice to the validity of the remaining provisions hereof.
- 8.2. In matters not expressly governed by these GTC, the law of the Czech Republic shall apply.
- 8.3. These GTC are published on the Buyer's website and a link to them is included in each Buyer's order. By confirming the order, the Supplier agrees to accept these GTC.

Valid from 1.4.2026