

General Business Conditions

valid from 1.5.2012

A) Validity of Conditions

1. The General Business Conditions are valid for products or goods of SofCon Company LLC (hereinafter the **Seller**) based on confirmed orders, unless otherwise stipulated.
2. **Product** means manufactured HW or contracted for system and application SW of The Seller. **Goods** mean products from other manufacturers.
3. The **Vendor** means a person who buys the Seller's articles for resale. The **User** means a person using the Seller's Products or Goods. The **Buyer** means the Vendor or the User who enters into a direct business relationship with the Seller. The **Supplier** means the Seller or the Vendor who enters into a direct business relationship with the User.
4. The original version of General Business Conditions is written in Czech language. In case of any dissonance in the text of the Czech and English version of this contract or its supplements, the Czech version is valid.
5. These General Business Conditions are valid for all businesses closed from the date of validity of these conditions until recalled.

B) Quotations

6. The Seller creates quotations or draft contracts in which it offers goods and services with contract prices. If it is not written in quotation or draft contract otherwise,
 - these General Business Conditions and Warranty and Licence Terms and Conditions as amended on date of quotation are valid for closed deals,
 - quotation is valid for 30 days.

C) Orders

7. Orders are accepted in writing by fax, e-mail or by post. Telephone orders must be subsequently confirmed in writing.
8. Orders must contain an order number, the exact name and address of the Buyer, the person who placed the order on behalf of the Buyer and their phone number, the shipping address (if different from the Buyer), the Buyer ID No., the Buyer Tax ID No., and the required shipping address and how the order will be shipped. If the order is based on the The Seller proposal, the proposal number must be specified.
9. Only after order confirmation in writing from The Seller or after signing of contract, is a contractual relationship deemed to exist.

D) Delivery Terms

10. Delivery terms for components on hand as well as units composed from them are approx. 2 weeks from the confirmation of the order or the endorsement of the purchase contract.
11. Where components are fabricated, delivery terms are mutually agreed upon.

E) Prices, Terms of Payment

12. If a proposal by The Seller or the confirmation of an order on the part of The Seller contains a price, the price indicated is valid; otherwise the price will be calculated from the valid Seller pricelist.
13. All prices in the pricelists and proposals are provided without VAT. Prices indicated are valid for pick-ups from the office in Prague. Packaging, postage and other related costs are charged separately.
14. Steady Buyers may negotiate a discount depending on the volume purchased in the past 12 months which was entirely paid for in full within the payment terms due date. In the case of a Buyer's bad credit standing, no discounts are offered.

15. The basic payment type is pre-payment or COD. In exceptional circumstances, a cash payment is possible on picking up the product.
16. Steady Buyers may pay after goods are delivered with a due invoice, usually within 14 days of the receipt or as payments in combination with deposit payments.
17. In the case that a payment due date is not respected, The Seller reserves the right to charge a contractual penalty of 0.1% for each day of delay after the due date.
18. The Seller reserves the right to postpone the delivery or partial delivery terms adequately or to cancel the contract if the Buyer is or was in due of payment of his obligation or in delay with the agreed cooperation.

F) Devolution of Ownership and Liability for Damages

19. The Buyer assumes the liability for damage caused to the product (goods) upon the acceptance of the product (goods) by the Buyer or its authorized shipper from The Seller or upon the acceptance thereof by the Buyer from a shipper arranged for by The Seller.
20. The Buyer assumes the ownership rights to the product (goods) upon the payment in full to The Seller.
21. Both parties agree that they shall attempt to resolve disputes (regarding delivery, warranty or liability for damages), if any, by mutual agreement. If no agreement is reached, disputes shall be resolved by a court pursuant to the law of the Czech Republic in the Czech Republic, before a court having the jurisdiction over the Producer unless agreed otherwise.

G) Storage

22. Seller products must be kept in storage conditions between -25°C to +70°C, with a relative humidity of 10% to 95%, without condensation, in a non-corrosive environment unless otherwise stated in the technical conditions.
23. The storage of the goods from other manufacturers is subject to the storage conditions of such manufacturers.

H) Loaning the Product

24. The Seller may loan the product to the Buyer for the purpose of presentation or for testing and also as a replacement for a product being repaired.
25. During the time the product is loaned, the Buyer is responsible for loss or damage to the product and is under an obligation to indemnify The Seller for any such loss or damage.
26. For the period the product is loaned, The Seller offers no warranties and is not responsible for damage(s) caused by the Product.
27. Should the Buyer fail to return the product in the agreed upon term or if he returns it damaged or worn, The Seller has the right to sell the product to the Buyer for the full price or to claim appropriate compensation for wear (and tear) caused to the product upon the return thereof.

I) Warranty and Licence Terms and Conditions

28. Loaning or the supply of HW and SW products of The Seller fully falls under the SofCon **Warranty and Licence Terms and Conditions** (hereinafter the WLTC) as amended. The Vendor as well as the User of the Product must familiarize themselves with WLTC no later than the day they take possession of the Product and must govern themselves accordingly.
29. Where WLTC have been breached, the Buyer is obligated to compensate the Seller in the amount as stated in the WLTC.

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