

Terms and Conditions

VIVA - Manipulation Technology s.r.o.

with registered office at Třebenice, Sv. Čecha 486,
Postal Code 41113, identification number: 27263703
registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem,
Section C, Insert 21231
tel. no. 777 020 090, e-mail: info@viva-manipulacni-technika.cz, (hereinafter "**Seller**")

effective from 01.07.2023

These Terms and Conditions (hereinafter referred to as "**T&C**") of the Seller regulate, in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**Civil Code**"), the mutual rights and obligations of the contracting parties arising under a purchase contract or a contract for work or a service contract (all hereinafter referred to as "**Contract**") between the Seller and another person as a buyer, client or customer (all hereinafter referred to as "**Buyer**").

1. Conclusion of the contract

1.1 Concluding a contract via e-shop

The Seller operates an e-shop at <https://www.manipulacni-voziky.cz/> (hereinafter referred to as "**E-shop**") and concludes purchase contracts with Buyers through it. The contract between the Buyer and the Seller is formed by the delivery of the acceptance of the order, which is sent by the Seller to the Buyer by e-mail to the Buyer's e-mail address.

1.2 Conclusion of a service contract on the basis of a written or telephone order from the Buyer

Service Contract means a contract under which the Seller shall, for a consideration, repair an item or perform other service (hereinafter referred to as "**Service**") for the Buyer. The contract shall be concluded on the basis of a written or telephone order from the Buyer, which shall contain at least the following information: the date of the order, the Buyer's order reference number, the Buyer's name, the Buyer's ID number, if any, the name of the contact person including telephone and e-mail contact, the address of the location of the equipment, the identification of the machine and a description of the service required or the manifestations of the defect from the Buyer's point of view. Similar information must be included in the telephone order. The order may be cancelled only with the written consent of the Seller. In such case, the Buyer agrees to reimburse the Seller for all costs incurred in connection with the cancellation of the order.

The Contract is concluded at the moment of delivery of an e-mail with order confirmation by the Seller to the Buyer or telephone confirmation or Service by the Seller.

1.3 Conclusion of a contract for the purchase of goods on the basis of a written or telephone order of the Buyer

Purchase contract means a contract on the basis of which the Seller sells goods to the Buyer and the Buyer undertakes to pay the purchase price for these goods. The Contract is concluded on the basis of a written or telephone order of the Buyer, which must contain at least the following information:

the date of the order, the Buyer's order reference number, the Buyer's name, the Buyer's ID number, if any, the name of the contact person including telephone and e-mail connection, the address of the delivery point and the identification of the goods required. Similar information must be included in a telephone order. An order may only be cancelled with

written consent of the Seller. The Buyer agrees to pay the Seller all costs incurred in connection with the cancellation of the order.

The contract is concluded at the moment of delivery of the e-mail with the order confirmation by the Seller to the Buyer or telephone confirmation or delivery of the goods.

1.4 Non-binding nature of the Seller's offers

Price quotations and other negotiations made by the Seller prior to delivery of the Buyer's order do not constitute an offer to conclude a contract.

2. Service Contract:

2.1 Service contract and arrival of the service agent

For the purpose of servicing the goods, a person authorized by the Seller shall arrive at the place designated by the Buyer within a period agreed by the parties, usually within 3 days of the defect being reported.

2.2 Counting time

If any time limit in days is agreed, it shall be understood as working days.

2.3 Price, deposits

The price of the service is determined on the basis of the Seller's "Price list of service services" valid on the date of order confirmation by the Seller. A Buyer with whom the Seller has entered into a Master Service Contract shall be granted the discount agreed in such contract. The right to such discount shall cease if the operational maintenance, repairs and/or technical inspections of the serviced item have been performed by a person other than the Seller.

In the event that the estimated cost of service under the order exceeds three times the Seller's average monthly turnover for service at the Buyer calculated over the last 12 months, the Seller may require payment of a deposit. The Seller shall also be entitled to demand payment of the advance if the Buyer is in default of any debt owed to the Seller, the Buyer is in liquidation, insolvency proceedings have been commenced against the Buyer or the Seller is otherwise in doubt as to whether the Buyer will pay the price of the service properly and on time.

2.4 Quality guarantee

The Seller warrants the service, spare parts and other materials supplied for a period of six (6) months from the time of service by the Seller or 500 hours of service from the time the part is fitted, whichever is sooner. The warranty shall not apply to consumables, including but not limited to tires, wheels, bulbs, cleaning pads, filters, carbon brushes, upholstery, belts, brakes, carrier forks, keys, locks, switch contacts (i.e. switches, joysticks, contactors, disconnects, relays, etc.) distributors, spark plugs, hoses, gaskets and similar spare parts subject to wear and tear in normal operation.

2.5 Service performance

The service is performed by completing and handing over the subject of the service to the Buyer. If the Buyer refuses to take over the subject of the service or does not take over the subject of the service despite being requested to do so by the Seller, the service is performed at the moment of refusal to take over or at the expiry of the deadline for taking over.

2.6 Obligations of the Buyer

Buyers:

- is obliged to allow the Seller and persons designated by him to enter his premises for the

purpose of performance of the contract;

- is obliged to create suitable conditions for the Seller and persons designated by him for the performance of servicing and related activities;
- is obliged to ensure the availability of the Buyer's contact person who is authorized to sign service reports;
- is obliged to ensure the availability of spare parts catalogues, if it has one;
- is obliged to prove any entitlement to free service prior to commencement of the service;
- is obliged to ensure the demonstration of defects at the request of the Seller;
- if he/she orders the spare parts needed for the service, he/she is responsible for their correct selection. If the Buyer does not know the catalogue number of the part and if this catalogue number is required to order the part from the supplier of the equipment for which the part is intended, then the Buyer is entitled to charge for the work involved in locating the catalogue number of the part. When ordering spare parts, the catalogue number shall be the main specification. Other data are for information only and the Seller does not have to take them into account. A spare part shall be deemed to have been correctly delivered if the catalogue number stated on the order matches the catalogue number of the part according to the numbering of the supplier of the equipment for which the part is intended. The cost of misidentification of the part catalog number shall be borne by the party who identified the part catalog number when the order was placed.
- to familiarize themselves with all risks, obligations and measures arising from the terms and conditions of the Seller's OHS and PO published at <https://viva-manipulacni-technika.cz/OD>

3. Purchase contract

3.1 Purchase price

The purchase price is agreed by the parties as a fixed price. The purchase price includes the cost of packaging the goods, transportation to the place of performance according to the agreed delivery terms.

3.2 Delivery of Goods and INCOTERMS

The Seller undertakes to hand over the goods to the Buyer according to the delivery terms of INCOTERMS 2020 EXW Lovosice, unless otherwise agreed. The Buyer agrees to accept partial or earlier performance.

3.3 Quality guarantee for new goods

The Seller guarantees the quality of the new goods to the extent and under the conditions specified in the warranty conditions available at <https://viva-manipulacni-technika.cz/OD>.

3.3 Liability for defects in used goods

If the subject of purchase is used goods, the Seller does not provide a guarantee of quality, unless agreed in the Contract. The Buyer is entitled to demand the removal of defects if the goods do not correspond to the condition described by the Seller. The Buyer is obliged to notify any defects without undue delay after he has discovered them or could have discovered them with reasonable diligence, but not later than 5 working days after receipt of the goods. In the case of a timely and justified complaint, the Seller shall remedy the defect by repair or replace the defective goods or part thereof. The place for claiming defects is the establishment of VIVA Manipulation Technology Ltd., where the goods were purchased.

3.4 Reservation of ownership

The goods are in the possession of the Seller until the moment of full payment of the price including

VAT, exchange rate differences or contractual penalties by the Buyer. However, in such case the Buyer shall bear the risk of damage to the goods already upon receipt of the goods.

4. Information for consumers

4.1 Communication and related costs

The buyer agrees to the use of distance communication means for the purpose of concluding the purchase contract. The Buyer shall bear the costs incurred by the Buyer.

4.2 Delivery

The Seller delivers to the Buyer at the e-mail address specified in his user account or in the order. The Buyer delivers to the Seller at the email address specified in the header of these Terms and Conditions.

4.3 Codes of Conduct

The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.

4.4 Language of the contract

The contract can only be concluded in the Czech language

4.5 Withdrawal from the contract

If the Buyer is a consumer and the contract was concluded via e-shop, the Buyer has the right to withdraw from the concluded purchase contract without giving any reason within 14 days (i) from the date of receipt of the goods, (ii) from the date of receipt of the last part of the goods, if the goods consist of several parts, (iii) from the date of receipt of the first delivery of goods, if the subject of the concluded contract is a regular delivery of goods. Withdrawal from the contract must be delivered to the Seller within the aforementioned period and the consumer shall state in the withdrawal that he is withdrawing from the contract, preferably indicating the order number and the date of the order.

4.6 Out-of-court dispute resolution

According to Act No. 634/1992 Coll., on Consumer Protection, the consumer has the right to an out-of-court settlement of a consumer dispute arising from a contract with the Seller. In this case, the consumer is entitled to contact the Czech Trade Inspection Authority - Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, web: adr.coi.cz.

The out-of-court settlement of a consumer dispute is initiated exclusively at the consumer's request, in the event that the dispute with the Seller could not be resolved directly. The application may be filed within 1 year from the date when the consumer first exercised his/her right, which is the subject of the dispute, with the Seller. The consumer has the right to initiate out-of-court dispute resolution online via the ODR platform.

4.7 Archiving and availability of the contract

The Purchase Contract including the Terms and Conditions is archived by the Seller in electronic form and is not accessible. The Terms and Conditions are available online.

5. General conditions

5.1 Invoicing and contractual penalty in case of delay

Invoices issued by the Seller shall be accompanied by service reports, delivery notes, handover reports, etc. confirmed by the Buyer's representative. The invoice is due 14 days from the date of issue. The Buyer is obliged to submit any objections to the invoice to the Seller in writing, including

reasons, within the invoice due date. For each day the Buyer is in default in the payment of the monetary debt, the Seller shall

is entitled to demand payment of a contractual penalty of 0.4% of the amount due. This shall be without prejudice to the Seller's right to interest on late payment and damages.

5.2 Trade secrets

The Parties undertake to protect any data arising from the business relationship, including offers, as a business secret and not to disclose them to third parties without the consent of the other Party, unless the obligation to disclose such data is imposed by law.

5.3 Liability for defects and liability for damages

The Seller shall not be liable for any losses, damages and expenses incurred as a result of its inability to provide the services under this Agreement due to any cause beyond its control i.e. e.g. in times of war, strikes, crimes committed by third parties, lockouts, acts of God or orders of governmental authorities. Furthermore, the Seller shall not be liable for damages, losses and expenses and shall not provide any warranty for accidents and defects that:

- were not caused by a proven manufacturer's defect or product fault,
- have been caused by natural wear and tear of the goods or their individual parts,
- were caused by deliberate overloading,
- have been caused by use for a purpose for which it is not intended,
- have been caused by use in violation of and failure to comply with the conditions set out in the Operating Instructions issued by the Seller,
- were caused by user negligence,
- were caused by the Buyer's failure to report the defect,
- were caused by the Buyer's failure to report the need for periodic maintenance after the deadline or the specified number of motor hours,
- were caused by the failure to correct the primary defects,
- were caused by improper storage of the goods by the Buyer,
- were caused by faulty maintenance or other failure to follow the instructions for use of the goods,
- were caused by Insufficient eligibility of the operator, failure to comply with instructions or insufficient operating experience,
- were caused by faulty maintenance or other failure to follow the instructions for use of the goods,
- have been caused by alteration, modification of the equipment or other intervention by the Buyer or a third party without the Seller's approval,
- were caused by unprofessional tampering with the goods, breaking of seals or altering their settings and performance,

The Seller shall not be liable to the Buyer and third parties for damages caused by circumstances excluding liability. Furthermore, the Seller shall not be liable for lost profits.

6. Final provisions

6.1 Choice of law

The Contract, as well as all legal relations arising from or related to it, is governed by Czech law, in particular the Civil Code.

6.2 Judgement

All disputes between the Seller and the Buyer shall be decided exclusively by the local competent court in the Czech Republic. The local competent court for adjudication of disputes, if both the Seller and the Buyer are entrepreneurs, shall be the general court of the Seller or the regional court in the

district of which the general court of the Seller is located, if it is competent to adjudicate the dispute. As of the effective date of these Terms and Conditions, such courts are the District Court in Litoměřice and the Regional Court in Ústí nad Labem.

6.3 Validity of the Terms and Conditions

Any rules or changes agreed under contracts between the Buyer and the Seller shall prevail over the provisions of these Terms and Conditions. The Seller is entitled to unilaterally change the Terms and Conditions.

Seller's service center:

p. Hoffmann

tel: +420 777 020 096

servis@viva-manipulacni-technika.cz

**Slavomir
Vinař** Digitally signed by
Slavomír Vinař Date:
2023.06.15
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