

1. Orders

1.1. Low cost items will be subject to a minimum order value of 50 €.

1.2. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorized representative or (if earlier) when the Seller delivers the Goods to the Buyer.

1.3. All descriptive and forwarding specifications, drawings and particulars of weights and dimensions submitted with the Seller's documentation are approximate only. The descriptions and illustrations contained in the Seller's catalogues, price lists and other advertisement matter, are intended merely to present a general idea of the goods described therein.

1.4. Any performance figures given by the Seller are estimates only. The Seller provides no warranty and accepts no liability for the accuracy of such figures. The Buyer assumes responsibility for the capacity and performance of the Goods being sufficient and suitable for its purpose.

1.5. No order which has been accepted by the Seller may be cancelled or materially altered by the Buyer without the written agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including consequential loss, whether for loss of profit or otherwise) costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation or alteration. Orders covering purpose built equipment i.e. standard units modified to include customer's specification and for special requirements may not be cancelled under any circumstances.

2. Price of the goods

2.1. The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published list current at the date of acceptance of the order. All prices, tenders or offers quoted by the Seller are valid for 30 days only unless previously withdrawn by the Seller or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

2.2. The seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.

2.3. Unless otherwise agreed in writing, all prices are given by the Seller on an ex works (Incoterms 2010) standardly packed basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

2.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay.

3. Terms of payment

3.1. Payment of the price for the Goods is due within 30 days of the date of the Seller's invoice.

3.2. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: cancel the contract or suspend any further deliveries to the Buyer, appropriate any payment made by the Buyer to such of the Goods (or goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit; and charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of two per cent per month (24% per annum) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

4. Delivery

4.1. Delivery of the Goods shall be made by the Seller making the Goods available for collection by the Buyer at the Seller's premises and notifying the Buyer that the Goods are ready for collection or, if some other

place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

4.2. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may: store the Goods until actual delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or sell the Goods at the best price readily obtainable and (after deducting all costs incurred in connection therewith) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

5. Returned goods

5.1. Goods sold on a made to order basis are not returnable unless there is a breach of warranty in relation to such Goods and a returned goods number is obtained from the Seller prior to any such return.

6. Property

6.1. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full all sums due to it in respect of the Goods and all other sums which are or which become due to the Seller from the Buyer on any accounts.

7. Warranties

7.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be of satisfactory quality for a period of two years from the date of availability for collection or dispatch as the case may be.

7.2. The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied or requested by the Buyer.

7.3. The Seller shall be under no liability in respect of any defect or breach of warranty in respect of the Goods arising (either wholly or in part) from a defect in any system (or design of such system) to which the Goods are incorporated including (but not limited to) defective or inadequate pipework.

7.4. The Seller shall be under no liability in respect of any defect arising from fair wear and tear, accident, abuse, misuse, damage by flood, foreign matter (including cement, dust, plaster or other building site materials), fire or act of God, the improper installation or maintenance of the Goods, subjecting the Goods to or improperly applying water treatments or other systems additives, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's or manufacturer's instructions (whether oral or in writing), or alteration or repair of the Goods without the Seller's approval.

7.5. The Seller shall be under no liability in respect if the Goods were not used in accordance with Seller service manual (www.jihostroj.com/en/hydraulics/service-manual)

7.6. For the avoidance of any doubt, if any Goods in respect of which the Buyer alleges a defect are found to conform with the warranties in these Conditions the Buyer shall reimburse all associated costs incurred by the Seller including without limitation any reconditioning and transportation costs and must pay the contract price plus interest.

8. Export terms

8.1. Where the Goods are to be supplied for export from the Czech Republic, the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. All goods & services to be paid in full including the value added tax at the prevailing rate prior to dispatch. The Buyer will also be responsible for the collection & delivery at their expense.