

GENERAL TERMS AND CONDITIONS MP DIMS, a.s.

1. Binding nature of the general terms and conditions

1.1 these general terms and conditions of MP DIMS, as, 75701 Valašské Meziříčí, Hranická 20/20, IČ 29391181, kept by the Regional Court in Ostrava, Section B, Insert 4490, (hereinafter referred to as the "Seller"), are an integral part of each Purchase Agreement concluded between the seller and any business partner as a buyer or other customer (hereinafter also "buyer"), unless expressly agreed otherwise in writing.

1.2 The provisions in the Purchase Agreement take precedence over the provisions of these General Terms and Conditions.

1.3 These GTC apply to every offer of the seller, to every order confirmed by the seller and to every purchase contract concluded between the seller and the buyer, unless the seller and the buyer agree otherwise.

2. Rights and obligations of the contracting parties

2.1 With the contract, the seller undertakes to deliver the goods to the buyer according to the specification in the contract with all documents relating to the goods and to enable the buyer to acquire ownership rights in accordance with the contract. The buyer is obliged to pay the purchase price for the goods and take over the delivered goods in accordance with the contract.

2.2 By concluding the contract, the Seller does not undertake to install the goods, assemble them, install them or provide other similar services.

3. Concluding Purchase Agreements

3.1 The contract is concluded in writing at the moment of acceptance of the order by the seller, about which he issues a confirmation to the buyer (customer). The customer will receive an order confirmation by e-mail or fax.

3.2 The Seller reserves the right that in the event of any change made by the Buyer in the offer submitted by the Seller, the purchase contract is not concluded, unless the Seller confirms such a new offer back to the Buyer. This excludes the application of § 1740 para. 3 New Civil Code for contractual relations according to these GTC.

4. Place, method and time of delivery of goods, reservation of ownership

4.1 The place of delivery is the place agreed in the Purchase Agreement.

4.2 Only the buyer is entitled to take over the ordered goods from the seller or the carrier secured by him and is obliged to confirm the takeover in writing.

4.3 The Seller is entitled to suspend the delivery of goods to the Buyer if the Buyer is in arrears with the payment of any receivables to the Seller from the Buyer until these receivables are paid. The period of delivery of these goods begins to run from the payment of the receivable of the seller, with the payment of which the buyer was in arrears.

4.4 Ownership and ownership of the goods pass to the buyer upon full payment of the purchase price of the goods. If the purchase price is paid before the delivery of the goods, the buyer acquires ownership of the goods at the time of delivery of the goods.

5. Purchase price and payment terms

5.1 The price of the goods and payment terms are specified in the Purchase Agreement.

5.2 VAT, costs of transporting the goods to the buyer, postage or other fees will be added to the purchase price. All these costs are borne by the buyer.

5.3 The day of payment is considered to be the day of crediting the invoiced amount to the seller's account. In the event of non-compliance with the due date, the buyer will be charged interest on arrears for each day in the amount of 0.05% of the total amount due.

5.4 The buyer is not entitled to withhold part or all of the purchase price due to any complaints about the goods or due to any receivables from the seller.

5.5 The seller is entitled to withdraw from the contract in the event of a substantial breach of contract by the buyer with immediate effect in writing. Withdrawal from the contract for breach of obligations in other cases is governed by the provisions of the Civil Code.

6. Delivery conditions, transfer of risk of damage to goods

6.1 The seller is obliged to deliver the goods within the agreed period. If unexpected obstacles or facts occur on the part of the seller which he could not reasonably have foreseen, the term shall be extended by the duration of such unexpected facts or obstacles. The seller is entitled to deliver the goods at any time within the agreed period, even in parts, and the buyer is obliged to take over the goods delivered in this way.

6.2 The goods are delivered to the buyer at the moment when the buyer took them over from the seller or from the carrier provided by the seller. If the transport of goods is organized by the buyer, the goods are delivered to the buyer at the moment of delivery to the first carrier. The proof of delivery of the goods is usually a delivery note or other document proving that the goods have been delivered to the buyer or handed over for transport.

6.3 The seller is not liable for damage to the goods during transport, if they do not provide it.

7. Liability for defects and damage, quality guarantee

7.1 The seller is liable to the buyer for defects in the goods that the goods have at the time of the transfer of the risk of damage to the goods to the buyer.

7.2 Complaints shall be made at the seller's premises at the same time as the invoice for the goods or the delivery note shall be presented by the buyer.

7.4 The buyer is obliged to notify the seller in writing of any obvious defects in the goods and quantitative complaints

immediately, but no later than within 3 days of receipt of the delivery.

7.5 The buyer has the right to choose the right to defects in the goods.

7.6 The seller provides the buyer with a guarantee for the quality of the goods within 24 months from the date of delivery of the goods. The warranty does not cover wear parts of the goods and the buyer's actions (inappropriate and unauthorized handling, improper storage, use or operation).

7.7 The seller and the buyer are obliged to take all necessary measures to ensure that in connection with the conclusion of the contract no damage may occur, or the damage caused is as small as possible. If the seller acknowledges the complaint in writing as justified, the buyer may request the delivery of missing or faultless goods or a discount on the purchase price, or other claims under legal provisions. The buyer can withdraw from the contract only if the delivery of defective goods has violated the purchase contract in a fundamental way. However, the right to withdraw from the contract does not arise if the buyer is unable to return the goods in the condition in which he received them.

7.8 Other rights and obligations of the contracting parties in matters of liability for defects are governed by the provisions of the Civil Code.

7.9 Payment of the contractual penalty or other contractual sanction paid by the seller to the buyer terminates the buyer's right to damages.

7.10 The seller is not liable for damage caused to the buyer by force majeure - natural disasters, fires, earthquakes, landslides, floods, storms or other atmospheric disturbances, wars, uprisings, riots, civil unrest, strikes, decisions or normative acts of public authorities, regulations, restrictions or other interventions by the state, state administration or self-government bodies, accidents or other damage or malfunctions of the relevant production or distribution facility.

8. Protection of personal data

8.1. The seller declares that all personal data provided are confidential, they will be used only to perform the contract with the buyer. None of the provided personal data, which the buyer provides to the seller for the establishment of a business relationship, will not be knowingly published in any other way and provided to third parties, unless it is necessary for the performance of the contractual relationship.

8.2. The seller always proceeds in such a way that the data subject does not suffer damage to his rights and takes care of protection against unauthorized interference with the life of the data subject. All personal data of the buyer are provided voluntarily on the basis of a free decision and are provided to the seller in order to fulfill the order.

These data are:

-name, surname, if the buyer is a natural person, company name, name and surname of the contact person in terms of the company,

-address of residence of the buyer, if the buyer is a natural person, address of the registered office and address of the place of performance, if the buyer is an entrepreneur,

-company registration number, VAT number,

-phone number, e-mail address,

-ID data boxes

-Bank account number

-signature or electronic signature.

All personal data obtained in this way are processed in accordance with Regulation 2016/679 of the European Union and the Council, as amended.

8.3. Seller, collects, processes and stores this data in accordance with the business relationship arising from these contractual conditions, including the settlement of complaints, and in accordance with the Regulation of the European Union and the Council 2016/679 on the protection of personal data, and in accordance with the applicable laws of the Czech Republic, valid and effective wording.

8.4. The buyer gives the seller his consent to the collection and processing of this personal data for performance purposes subject of the concluded purchase contract, until the time of written withdrawal of consent to the processing of data of the data subject. The seller will delete the data of the data subject who requested it only after the expiration of the deadlines stipulated by law and governing business relations. Withdrawal of the buyer's consent to the processing of their personal data must be sent in writing to the e-mail address gdpr@mpdims.cz.

8.5. Conditions for processing personal data and specifications of specific personal data, the processing of which the Buyer hereby consent are defined in point 8.2. of these General Terms and Conditions.

8.6. The buyer has the right to access their personal data and the right to correct them, including the right to request an explanation and removal of the defective condition.

9. Business communication

9.1. MP DIMS a.s., as the controller of personal data, processes personal data, ie personal data of natural persons, data of business partners (customers, suppliers) or persons acting on behalf of business partners (employees, members of statutory or other bodies).

9.2. The collection, processing and storage of personal data is governed by the internal directive on personal data protection published on the website (download section).

10. Other arrangements

10.1 The rights and obligations and legal status of the participants in the purchase contract are governed by Czech law, in

particular the Civil Code. The legal regulation contained in §§ 1799-1800 New Civil Code does not apply to purchase contracts according to these GTC.

10.2 Any change, cancellation or termination of the obligation from the purchase contract requires a written form.

10.3 Withdrawal from the purchase contract does not terminate the provisions of, interest on arrears, contractual penalties and damages.

10.4 The contracting parties have agreed that all disputes arising from the contract and in connection with it will be finally decided by the District Court in Vsetín.

10.5 All changes to the contractual arrangements are only permitted in writing.

10.6 The Seller is entitled to change these GTC at any time, provided that the change is announced on the Seller's website www.mpdims.cz at least 60 days before the effective date of the new GTC and the new GTC will be published there.

10.7 The Buyer has the right to reject these changes and to terminate the contract with a 30-day notice period within 15 days of the publication of the new GTC.

10.8. These business conditions are valid from 1.12.2018

