

PROFI REGAL s.r.o.

Contractual, Delivery and Payment Terms and Conditions

1. Scope of delivery

Scope of delivery shall correspond to written acknowledgement of client's order.

2. Prices

Our prices shall mean the prices stated in our official price list. Any deviations to such prices must be approved in writing in advance (e-mail, fax, letter).

3. Delivery terms

All the stated delivery terms shall be considered as approximate. Force majeure events, lack of raw material as well as delayed subcontractors deliveries – if not covered in our responsibilities – may lead to extension of previously agreed delivery terms.

4. Packaging

A suitable packaging is selected and used considering type of the product or delivery, at our own discretion. Shipping may be carried out in boxes or on returnable palettes. Transport shall be governed by the transport regulations of the forwarding company. Packaging materials are reduced to a minimum quantity required.

5. Shipping and transfer of risks

If not agreed otherwise, shipping shall be carried out at our discretion. A risk of accidental damage or deterioration as well as transport risks shall be borne by the client, since handing the shipment over to the forwarding company, disregarding the fact who is responsible for compensation of transport costs or whether we are obliged for assembly of product in the place of destination. Risks related to transport are insured free of charge for the benefit of the client. Shipments are handed over disregarding the fact whether they are accepted by the client. Upon client's request we may delegate all claims and titles for compensation of damage caused by third parties to the client, against repayment of the required amount by the client.

6. Assembly

Should our company be obliged to carry out assembly works, we will exclusively follow our own enclosed assembly terms and conditions.

7. Payment

If not agreed otherwise, our invoices shall be payable within 14 days after invoicing date (without any deductions). As for delays with payments, appropriate legislative provisions shall apply. Delayed or postponed payments shall be subject to a penalty interest of 5% (in addition to the generally binding legislative interest rate). In case of net orders exceeding 25.000,-€, we may require prepayment or advance payment on the basis of actually completed/ provided partial fulfilments. In case of some cancellations or reductions due to reasons out of our control, the client shall be obliged to pay for redundant parts and components anyway, if not decided otherwise by our company (only in case of justified and lawful titles of the client). Also the client may only enforce retention right if his claims relate to the same legal relation (order). In case, that we are obliged to use service of the third person for recovery of our debts, all costs related are for client's account.

8. Retention of title

All the goods remain our exclusive property until all our claims resulting from our relation with the client are satisfied. If the goods are not fully repaid, the client shall neither use them as a pledge nor transfer related titles. As for pledges or any other third-party interventions the client shall inform us immediately in writing (fax, e-mail) so we can take the appropriate legal actions. If the client sells our goods to third parties, all the claims towards the buyer, including related rights and titles, shall be considered as delegated to our company, to the extent of our own claim towards the client. Upon our request the client shall inform the buyer about such delegation and provide us with all the information and documents necessary for due enforcement of our claims towards the buyer. Should the value of the transaction exceeds the value of our goods by more than 10%, we are obliged to release a security – at our discretion.

9. Liability for defects

Client's claims shall fulfil the requirements set in the section 377 of the Commercial Act, otherwise we will not be able to settle them. The client shall be obliged to claim deficiencies or defects in writing, not later than within 8 days after delivery/ acceptance of the goods. Then we are obliged – at our discretion – either to eliminate the defect or replace the shipment with defect-free goods. Should the replacement delivery is not satisfactory for the client, the client may – at its own discretion – either ask for discount or withdraw from the contract.

Our liability shall be governed by applicable legislative provisions and is only limited to claims for compensations of damage caused intentionally or due to a gross negligence. If the intentional breach of the contract cannot be proved, our liability shall be limited to a foreseeable standard damage and losses. The same applies to our breach of other contractual obligations.

10. General liability

Broader liability in terms of compensation of damage or losses that covered under item 9 shall be – disregarding a legal nature of the enforced claim – excluded. This especially applies to claims for compensation of loss due to excess debts at conclusion of contract, as a consequence of breaches of other liabilities or claims for compensation of material damage enforced by third parties pursuant to section 823 of the Commercial Act.

In case of exclusion or limitation of our liability for damage or losses, the same exclusion or limitation shall apply to our employees, representative, agents and supporting staff as well.

11. Replacement, return of goods

Should we agree with return or replacement of the goods despite we are not legally obliged to do so, the client shall be responsible for compensation of the related transport costs. Presumption of such replacement or return is that client sends the goods back to our company at his own risk and we receive it in defect-free condition. As for unusual goods replacement or returning is excluded. In case of goods return we prepare a credit note with retention of 10% of gross value of goods, but not less than CZK 1.000,-, as a handling fee. Such a credit note may be cleared against our claims towards the client from other projects. Other means of compensation are not possible.

12. Quality assurance

Client as well as operator of rack systems and related equipment subject to a monitored quality shall be obliged to allow representatives of the institute for quality assurance and control to access the place of installation and carry out quality inspection at any time. Such an inspection is carried out within the scope of quality assurance program and shall be free of charge for the client and operator.

13. Applicable law

All Czech contractual relations shall be governed by the applicable legislation of the Czech Republic. Other legislative instruments or regulations shall not apply. Should the client reside in a foreign country, the German legislation shall apply to our relationship.

14. Place of fulfilment and jurisdiction

Place of fulfilment and payment is the company registered office, i.e. PROFI REGAL s.r.o., Rynoltice 240, 463 55 Rynoltice. Disputes under our relations with Czech clients shall be solved by courts in Liberec, Disputes with foreign clients shall be solved by court in Dresden, Germany.

15. Data protection

We point to the fact that business data from our relations with clients are subject to archiving.

16. Exclusivity

Our contractual, delivery and payment terms shall apply on an exclusive basis. We do not accept any contradictory or differing terms and conditions of our clients, if not acknowledged in writing beforehand. Our terms and conditions shall apply even in cases when we delivered the goods to client knowing his contradictory terms and conditions, without any exception. All agreements and stipulations between us and the client regarding execution of the contract shall be covered in writing in the contract, otherwise they are not deemed effective.

17. Separability clause

Should any provisions of the contract concluded with client, including these general commercial terms and conditions, be or become wholly or partially inapplicable or unenforceable, other provisions shall remain valid. In such a case the inapplicable or unenforceable provisions shall be replaced by effective provisions the purpose of that will be as similar (in economic terms) to the original provisions as possible.

PROFI REGAL s.r.o.
RYNOLTICE 240,
463 55 Rynoltice

Bank connection: Volksbank Liberec
Bank account No.: 4200277862/6800

phone: +420 485 246 581
fax: +420 485 246 588
E-mail: info@profi-regal.cz

ID No.: 25424629
VAT No.: CZ25424629
www.profi-regal.cz

ASSEMBLY TERMS AND CONDITIONS

Presumption for fulfilment of the quoted assembly costs

1. Client's obligations prior to assembly

1. Access ways to the building shall be of such a kind so that the assembled parts may be transported on trucks directly to the assembly area.
2. After delivery the client shall replace EURO pallets and wired boxes for empty ones.
3. Access points of a sufficient width shall be available to ensure transport of components and assembled parts (if not covered in the price).
4. Unloading and transport of assembled materials to the place of installation shall be ensured by the client.
5. There must be a sufficient space available for storage of the supplied material (in the assembly area). Such a space shall be located in hall (closed from all sides). Supplier will not be responsible for any defects or damage caused as a consequence of inappropriate storage.
6. Assembly area shall be prepared in such a way so the assembly staff may start with assembly works immediately after its arrival to the client's place. Floor shall be clean with all the required – predetermined – measuring points for heights, longitudinal and transversal axes.
7. Electric power as well as electrical devices and a sufficient lighting shall be freely available at supplier's disposal (for assembly purposes).
8. During cold winter months assembly room shall be tempered to at least +5°C, if not agreed otherwise in writing.
9. Assembly costs shall not apply to cooled areas, if not agreed otherwise in writing.
10. A suitable lockable room must be provided for storage and keeping of assembly tools and fixtures.
11. Place of assembly must be well secured to allow trouble-free execution of hot works (welding) pursuant to the applicable fire protection regulations as well as occupational health and safety standards.
12. Carrying capacity of floor must be checked from structural point of view. Anchoring of equipment must be ensured in a sufficiently solid concrete B 25 using heavy-duty anchor! There must be a possibility of trouble-free drilling of openings of a sufficient depth for attachment of anchors to concrete. Installation on asphalt and floors made of interlocking pavement is not possible without appropriately dimensioned strip foundations or heavy duty surfaces/ areas! At installation above cellar or floor ceilings the client's architect must verify carrying capacity of the ceiling construction!
As for loam floor surfaces with a content of magnesium the floor boards shall be insulated and anchors made of premium steel used. This is not a part of standard price, if not stated otherwise in the contract!
13. Floor flatness – floor made of untreated or prefabricated concrete, on which the equipment is due to be installed, shall correspond to DIN 18202, table 3 and RAL-RG 614, sections 3.3.4.2.2 with the following tolerances:

up to	1 m of distance:	4 mm
over	1 - 4 m of distance:	10 mm
over	4 - 15 m of distance:	12 mm
over	15 m of distance:	15 mm

In case of unevenness out of the above specified ranges, extra assembly material will be required and invoiced (charged) separately.

14. If the equipment is installed in areas jeopardized by earthquake, it shall be the client's responsibility to report this fact not later than as of negotiation of the specific assembly terms and conditions, so the appropriate actions may be taken by the supplier prior to initiation of assembly works. Load due to earthquake shall be considered as local specific extra burden that must be taken into consideration while proposing and dimensioning particular construction elements and components. In such a case DIN 4149, section 1 shall apply.
15. After completion of assembly our staff shall clean the floor by sweeping. Other cleaning of floor as well as installed rack systems is not covered in the scope of delivery.

2. General assembly terms and conditions

1. If necessary, the client shall provide the supplier (free of charge) with a supporting staff, adjusting equipment, lifting devices and – based on the extent of assembly – a sufficient number of forklift trucks with adequate lifting capacity and operating height.
2. Masonry and demolition works, as well as filling of openings for anchors and plugs, shall be carried out within the scope of preparation construction works only.
3. Installation of equipment shall be carried out in accordance with drawings or installation plans. Changes in agreed assembly terms and conditions or acceptance of works not covered in the agreed scope of assembly must be discussed in advance with PROFI REGAL project manager and a special quotation must be provided for such extra works.
4. Assembly manager must be informed about the current safety precautions and applicable regulations of the client in advance; otherwise the assemblers will not have to follow them.
5. Assembly manager will require acknowledgement of properly completed assembly and acceptance of the finished rack system.
6. Acceptance of transport packaging material and remainders of assembly material is only possible in case of transport prepaid by the client.
7. While quoting assembly costs we assume that the assembly proceedings and activities will be uninterrupted and fluent. Any such interruption or delay will be charged to the client. In the course of assembly works interruption the client shall be liable for protection and security of all materials located in the assembly area, both stored material as well as already assembled components, including costs on storage.
8. Quotation of assembly costs is based on possibility of uninterrupted work between 6:00 AM and 10:00 PM.
9. Waiting time and assembly delays not caused by supplier, including all extra works, shall be invoiced on the basis of actually documented hours of extra work and material consumed.
10. Assembly delays due to a presence of other staff and professions in the place of assembly must be excluded.
11. We carry out assembly under the above mentioned terms and conditions only, if not agreed otherwise in writing. Client's terms and conditions are meaningless for the supplier even if not ruled out explicitly in writing.

PROFI REGAL s.r.o.
Jaroslav Grepl

In Rynoltice 26.11.2011