



General Terms and Conditions of RAVEO s.r.o.

The company RAVEO s.r.o. with its registered office in Otrokovice, Objízdná 1943, ID No. 29194156, registered at the Regional Court in Brno in Section C, Insert 64674 (hereinafter also referred to as the "Seller") issues these General Terms and Conditions (hereinafter also referred to as the "Terms and Conditions") in accordance with § 1751 et seq. of the Civil Code No. 89/2012 Coll:

I. Creation of the purchase contract

1. A written contract of sale is formed upon agreement of its contents by the involved parties. Part of the content of the contract of sale may be determined by reference to the terms and conditions attached to the contract of sale, or available to the parties on the website: <http://www.raveo.cz/general-terms-and-conditions>.

2. If a catalogue sheet, instructions or recommendations are translated as part of a commercial offer, contract or delivery, then according to international practice, the Czech and English languages are considered equivalent.

3. The purchase contract is also formed by confirming a binding order of the buyer. In case of doubt, the order shall be deemed to have been received on the third day after dispatch if it was sent by post, or on the same day if it was sent by fax, e-mail or electronically.

4. The buyer is bound by his proposal for a period of 8 days after delivery to the seller. Within this period, acceptance (order confirmation) by the seller is required, otherwise the contract does not arise.

5. Any changes in the content of the contractual arrangements against the sent and confirmed draft contract, shall be considered a counter-proposal, and the 8-day acceptance period shall also apply (this also applies to confirmation of less than the ordered quantity of goods).

II. Transportation of goods

1. Unless otherwise agreed between the Seller and the Buyer in a specific case, the Seller shall provide transport of the goods to the Buyer according to the transport practices of General Logistics Systems Czech Republic s.r.o., Geis CZ s.r.o., TNT Express Worldwide, spol. s r.o.

2. The place from which the transport, according to these terms and conditions, takes place is the Seller's registered office, the place of final destination is the Buyer's registered office, unless other conditions of performance are agreed upon in the contract.

3. The buyer agrees to read and abide by the terms and conditions of the carrier.

III. Delivery of goods

1. The performance shall take place based on the handover and acceptance of the goods by confirming the delivery note.

2. Acceptance of the goods is carried out by an authorized employee of the seller alongside a representative of the buyer or the carrier. The buyer is obliged to check the goods with due care.

3. The acceptance of the goods will result in a delivery note recording the result of the acceptance procedure.

4. Upon receipt of the goods by the Buyer, the Seller shall hand over to the Buyer a confirmed delivery note as proof of performance.

5. If the performance occurs by handing over to the carrier, the driver confirms the delivery note on behalf of the buyer and adds his name, ID card number, license plate number of the vehicle that provided the transport.

IV. Purchase price

1. The price of the goods is agreed as a contractual price and is understood to be EXW RAVEO s. r.o. Otrokovice, unless both parties agree otherwise.

2. The price agreement is established by the confirmation of the order by the buyer to the seller regarding the price per unit of goods, or by negotiating the price in the purchase contract.

3. In the event of withdrawal from the purchase contract by the Buyer, the Buyer undertakes to pay the Seller on the agreed date of delivery a termination fee in the amount of the actual costs, but at least 70% of the price of the goods excluding VAT.

V. Payment terms

1. The Seller shall issue a tax document - invoice to the Buyer in connection with the delivery note and send it in electronic form to the Buyer's e-mail address, unless the invoice is delivered at the same time as the delivery of the goods. The Parties agree to the use of the tax document in electronic form.

2. In addition to the general requirements of a tax document, the invoice contains the order number and, if applicable, the purchase contract number.

3. The buyer is obliged to pay the invoice within 14 days from the date of the invoice to the seller, unless both parties agree otherwise.

4. The purchase price shall be deemed to be paid when the full amount is credited to the Seller's account.

5. In the event of delayed payment by the Buyer of the invoice within the term agreed in the contract, the Seller is entitled to charge the Buyer interest calculated at 0.05% of the amount due, for each day of delay. If the purchase contract is not concluded in writing, the debtor shall pay the default interest as provided by law (§ 1802 of the Civil Code).

VI. Packaging and marking of goods

1. The goods will be packed in a manner appropriate to the agreed or chosen method of delivery, so as to protect them from damage and destruction during transport. Standard packaging is considered to be a cardboard box, pallet, wooden crate, etc.





2. Unless otherwise stated, packaging, appropriate preservation, including accompanying documentation of the goods is, according to the practices of RAVEO s.r.o.

3. Packaging and appropriate preservation will be charged to the Buyer (unless otherwise agreed by the parties). These prices are subject to the applicable VAT rate.

VII.

Acquisition of title and transfer of risk of damage

1. The Buyer acquires ownership of the goods on the date of full payment of the price of the goods.

2. The Seller is obliged to deliver the goods in medium quality, unless another quality is agreed between the parties (§ 1915 of the German Commercial Code).

3. The method of delivery of the goods is up to the Seller (§ 1926 of the German Civil Code).

4. The risk of damage to the goods is transferred to the Buyer upon acceptance of the goods.

5. In the case of delivery of the goods via a carrier, the risk of damage to the goods shall pass upon delivery of the goods to the carrier.

VIII.

Warranty conditions

1. RAVEO s.r.o. guarantees that its goods are free from defects in materials and workmanship for a period of 12 months from the date of receipt of the goods (quality guarantee according to § 2113 et seq. of the German Commercial Code). The quality guarantee is valid only if the goods are used according to the specified instructions, catalogue sheets or generally applicable regulations and rules. The quality guarantee is limited to the repair or replacement (exclusively by RAVEO s.r.o.) of any part or parts defective for reasons of material or manufacture. This is subject to review by RAVEO Ltd. The goods must be returned with a detailed description of the defect in the complaint report available on the website www.raveo.cz. The buyer pays the transport costs. A claim about the defect can be made within twelve months from the receipt of the goods (§ 1921 of the German Civil Code).

2. RAVEO s.r.o. shall not be liable for circumstances beyond its scope of responsibility, for damage to goods by accident, natural disaster, violence, improper handling, improper installation or failure to comply with operating conditions. This warranty does not apply to goods or components thereof which, at the sole discretion of RAVEO s.r.o., have been contaminated, overheated, negligently handled, improperly used, tampered with, or otherwise misused. The purchaser is obliged to ensure professional installation in accordance with the applicable ČSN, DIN, ISO standards, and to ensure the professionalism of the personnel installing and operating the equipment.

3. The Buyer is not entitled to claim any extra costs or damages associated with the claim or defective performance (e.g. for work required to replace defective parts).

4. RAVEO s.r.o. makes no other warranties, direct or inclusive, and is not liable for any consequential damages resulting from use by any buyer or user, its liability is limited to the value of the goods sold, the component part or the obligation to replace the defective part. In no event shall RAVEO s.r.o. be liable for loss of anticipated profits, consequential damages or losses to any equipment, installation, system of operation or service in which goods supplied

by RAVEO s.r.o. may be installed. For the avoidance of doubt, by entering into the contract (acceptance of the order) the purchaser waives to the maximum extent possible his rights to claim damages, lost profits, consequential damages or losses in connection with the delivery of the goods or performance of the contract (order).

5. RAVEO s.r.o. shall not be liable for any breach of warranty, failure of delivery or other events except as specified herein.

6. The warranty is void if the manufacturing label is damaged or removed.

7. The Buyer is obliged to notify The Seller about a defect in writing, without undue delay, after by means of a complaint report, including sending the claimed product to RAVEO s.r.o. The seller is not obliged to solve a defect claimed in violation of this paragraph The Buyer is obliged to claim obvious defects within 30 days from the date of dispatch of the goods. In the event of failure to claim the defect in time, this claim shall expire.

8. The performance of the guarantee consists, at the Seller's discretion and in agreement with the Buyer, of delivery of replacement goods for the defective goods, delivery of the missing goods, repair of the defect if it is repairable, discount on the purchase price, or withdrawal from the contract

9. All goods supplied by RAVEO s.r.o. are inspected and tested by the manufacturer in accordance with the manufacturer's practices and technical specifications. Since the actual installation and operation of the Buyer's equipment cannot be accurately assessed and reproduced by RAVEO s.r.o., the assurance of the suitability of the goods of RAVEO s.r.o. is entirely within the Buyer's competence, for which the Buyer is fully responsible.

10. Other arrangements are governed by the German Civil Code, unless otherwise provided in these terms and conditions.

IX.

General and Final provisions

1. In accordance with § 1751 (1) of the German Commercial Code, deviating provisions in the contract take precedence over the wording of these Terms and Conditions.

2. RAVEO s.r.o. trades only on the basis of these terms and conditions. Any change to them must be made in writing, and the seller must expressly agree to it. The Buyer's terms and conditions shall only be deemed accepted if they are expressly confirmed in writing by the Seller as an addendum to these terms and conditions. Otherwise, the application of the buyer's terms and conditions to the contract is excluded.

3. These Terms and Conditions regulate in detail the position, rights and obligations of the Seller and the Buyer when concluding purchase contracts for the supply of goods by RAVEO s.r.o. in a simplified form by confirming the order.

4. In the case of a written contract of sale, these terms and conditions shall only apply if the contract of sale is provided as reference.

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