

General Trade Terms of TYMA CZ, s.r.o., effective since 1.1.2014

1. Basic provisions

1. These General Trade Terms apply to any business cases between **TYMA CZ s.r.o.** with the registered office at: ul. Na Pískách 731/12, Trmice, Postal Code 400 04, Company Registration Number 254 87 515, and its business partners, clients, (buyers, customers), hereinafter referred to as "Customers" only.
2. They form an integral part of any agreement and are governed by any agreement in which TYMA CZ acts as the seller or the contractor.
3. They apply to any orders of goods supplied to the market by TYMA CZ, s.r.o.; adjust the conditions of supply of goods and products (the "Products" hereinafter) which Customer, either as the buyer or the ordering party, takes from TYMA CZ, s.r.o. for the purpose of further sale, transfer of user rights to third parties or for any other purpose.
4. They are limited only if a special written agreement of TYMA CZ, s.r.o. and Customer adjusts any issue in a different manner.
5. If Customer further sells Products, acts as an independent entrepreneur in the sale to third parties, on its own behalf and at its sole responsibility. It however does not authorise him to use his trade name in place of the trade name of company TYMA CZ, s.r.o., particularly if the trade name is used to identify the supplied Products; this ban applies even to cases when the trade name or trade designation of company TYMA CZ, s.r.o. would be only suppressed, or the trade name or trade designation of company TYMA CZ, s.r.o. could be wrongly, contradictory to the intention of company TYMA CZ, s.r.o., understood by a common consumer.
6. Customer is always obliged to fully respect used trade marks and other designations of company TYMA CZ, s.r.o., and is not authorised to interchange, change or replace these designations with any other, or change their meaning in any manner whatsoever.
7. Company TYMA CZ, s.r.o. shall not, as a matter of course, publish or provide third parties with information that was obtained in connection with business with Customer. On the other hand, Customer undertakes not to provide or publish any information they obtain from TYMA CZ, s.r.o. and that could cause any harm to TYMA CZ, s.r.o., in particular impair the company's position in the market.

2. Quality of Goods, properties of Products

1. TYMA CZ, s.r.o. only supplies product the quality (quality, reliability and functionality) of which complies with the strictest criteria.
2. TYMA CZ, s.r.o. guarantees that the products supplied by them complies with the requirements defined in the generally binding legal regulations; TYMA CZ, s.r.o. respects these directives, as well as the directives of the European Union.
3. It is therefore apparent that these properties (quality) will also be featured by the products delivered to Customer.

3. Conclusion of individual agreements

1. The reason for entering into an agreement is an order placed by Customer. Such order can have any form that does not rise any doubts about the content of it (especially about technical and quantity specification), i.e. oral, written or via communication technology.
2. Any agreement entered into by Customer and TYMA CZ, s.r.o., originates at the moment when TYMA CZ, s.r.o. confirms the order of Customer.
3. The order shall only be confirmed in written. Then and only then it will apply that to the extent confirmed by TYMA CZ, s.r.o., a specific agreement has been entered into (purchase agreement, contract for work).
4. Should Customer receive no written order confirmation from TYMA CZ, s.r.o., no agreement will come into existence.
5. If any contradiction occurs between the content of the order and the order confirmation whilst adhering to the above specified procedure, it will apply that the purchase agreement is concluded within the scope of the order confirmation wording unless a reservation is submitted by Customer within 5 business days following the delivery of such confirmation.
6. The order confirmation by TYMA CZ, s.r.o., has to stated the following information:
 - ⇒ place of destination
 - ⇒ subject of performance
 - ⇒ price
 - ⇒ if known, also the delivery term of the subject of performance (Products).

4. Non-standard products

1. Customer may agree with TYMA CZ, s.r.o., that the subject of agreement will be non-standard products (e.g. products tailor made or procured, featuring special functional properties, etc.). The agreement shall then further state what properties and other potential appurtenances the product shall meet; these properties, if required by Customer, shall be stated by Customer directly and obligatorily in the order.

2. If an agreement for non-standard products is entered into, Customer shall not be entitled to withdraw from the agreement except for the reasons when TYMA CZ, s.r.o. is more than 30 days delayed in supplying the products; and as is clear from the concluded agreement, Customer will not be interested in the Products if the term is not met like this. However, this has to be notified to company TYMA CZ, s.r.o. already in the order of Customer.

5. Delivery terms

1. Company TYMA CZ, s.r.o. shall delivery Products (perform the agreement) in any of the following manners: by handing the Products over to Customer at the company premises; to the first public carrier with an instruction for transport to Customer or to a place of destination specified by Customer. At the moment when Products are accepted by Customer, the risk of damage of Products and their even accidental destruction is transferred to Customer.
2. TYMA CZ, s.r.o. is authorised to charge the packaging and freight costs in actual amount (deviated provisions apply to e-shop). In cases when TYMA CZ, s.r.o. is not able to dispatch the entire delivery at once for production or technical reasons, the packaging shall only be charged once.

6. Price arrangements

1. All prices of standard products. They are based on the catalogue prices of TYMA CZ, s.r.o., stated in a valid pricelist as at the moment of order confirmation. The validity of the pricelist terminates one a new pricelist is released.
2. The price agreed as described above will be increased by value added tax (VAT) in accordance with valid regulations; the price will also be stated in the invoice.
3. The following applies to the deliveries of goods out of EU: the price will be increased by customs duties and other similar fees.

7. Ownership right to Products

1. Products supplied by TYMA CZ, s.r.o., will remain the company's property until Customer fully performs all their obligations towards TYMA CZ, s.r.o., especially until the price is fully paid (retention of title).
2. Customer is authorised to sell delivered products to a third person; Customer however remains liable towards company TYMA CZ, s.r.o. for any damage that TYMA CZ, s.r.o. may suffer in consequence of this. Customer is not authorised to otherwise handle the Products that have not yet been transferred to his property, in particular Customer cannot pawn them, or use them as form of security towards third parties.

8. Payment terms

1. Upon the appeal of TYMA CZ, s.r.o., Customer is obliged to pay the price of Products in advance. Advance payment is implemented on the basis of a proforma invoice issued by TYMA CZ, s.r.o. to Customer.
2. Besides the aforementioned, the price can be paid in cash by depositing the respective amount of money at the cash desk of TYMA CZ, s.r.o., or the payment can be sent as cash on delivery via a carrier.
3. The decisive term of timely and proper payment is however deemed the day when the total amount is credited to the account of TYMA CZ, s.r.o., or the day when direct cash payment is made at the company's cash desk.
4. Otherwise the payment conditions are specified in the invoice issued by TYMA CZ, s.r.o.

9. Consequences of breaching of obligations

1. Should Customer be delayed in payment of the price pursuant to any agreement entered into by and between Customer and TYMA CZ, s.r.o., TYMA CZ, s.r.o. will be entitled to claim payments of all outstanding prices (invoices) even before their due term. At the same time, TYMA CZ, s.r.o. shall be entitled to claim a contractual penalty sanctioning the delay from the first day of the delay; this contractual penalty is agreed at the amount of 0.05% of the outstanding amount daily from the day when the delay begins, until it is paid.
2. Should Customer be delayed in payment, TYMA CZ, s.r.o. has the right to condition the next delivery of Products (even those the delivery of which has already been agreed in an agreement) by full payment of all previously executed deliveries of Products. The delivery term shall be extended by the time of delay in the payment, and any consequences of such delay shall be borne by Customer solely, without being entitled to any claim for damage compensation against TYMA CZ, s.r.o. Performance of already concluded agreements suspended for delay shall be only recovered by TYMA CZ, s.r.o. upon the payment of all due payment, including all the attributions (delay interest and contractual penalty).
3. TYMA CZ, s.r.o. shall not in principle confirm any additional (new) orders of Customer in delay.
4. Should customer be delayed in the payment, TYMA CZ, s.r.o. shall be entitled to claim remedies or infer any liability of TYMA CZ, s.r.o. for the damage suffered.
5. Should Customer be delayed in the payment of price, TYMA CZ, s.r.o. (without having to suspend the performance as per the previous arrangements) shall be entitled to withdraw from the agreement. A delay exceeding 30 days shall always be deemed a gross breach of the agreement by Customer, and will always constitute the reason for TYMA CZ, s.r.o. to withdraw from the agreement without the necessity of any additional appeals or reminders sent to Customer. If this happens, TYMA CZ, s.r.o. shall withdraw from the agreement by means of a written notice sent to the address of Customer. In this case, the company TYMA CZ,

s.r.o. is entitled to claim reimbursement of expenses arisen in associated with the withdrawal from the agreement. This does not affect the right for damage compensation in any manner whatsoever.

6. Withdrawal from the agreement upon the delay of Customer does not affect the right of TYMA CZ, s.r.o. to damage compensation and contractual penalty, and Customer is obliged to pay both the delay charge and the contractual penalty for the period from the beginning of the delay until the agreement withdrawal; if Customer retains Products of TYMA CZ, s.r.o., it will be obliged to, besides paying the original price of them, pay also the contractual penalty in the amount agreed for the price payment delay from the beginning of the delay until the payment. The right for issue of the things is thus not affected. The same delay interest and contractual penalty has to be paid by Customer to TYMA CZ, s.r.o. if Customer decides not to retain Products however Customer delays in giving them back; this obligation lasts until Products are returned. The basis for the calculation of the interest on late payment and contractual penalty forms the price at which Customer initially receives Products from TYMA CZ, s.r.o.

10. Quality guarantee, Liability for defects

1. Company TYMA CZ, s.r.o. provides Products with a 12-month guarantee for correct function from the day of the sale. The guarantee term begins on the day when the risk of damage of Products is transferred to Customer.
2. TYMA CZ, s.r.o. hereby undertakes that throughout the guarantee term Products will feature the properties specified in relevant technical standards (provided that the user uses them in a way they are designed for).
3. Any apparent defects and quantity errors shall be notified by Customer to TYMA CZ, s.r.o. without an unreasonable delay latest within 5 days upon the goods delivery; should Customer fail to do so, the guarantee shall not apply to these defects.
4. The guarantee does not further apply to defects caused by:
 - ⇒ mechanical damage, exposure to excessive temperatures, chemicals, energies and similar external effects, other accidental events, transport,
 - ⇒ intervention of an unauthorised person, including user and other unauthorised act, including intervention and repair performed by other subject than that authorised by company TYMA CZ, s.r.o.
 - ⇒ improper handling the Products, particularly in improper assembly,
 - ⇒ damage caused by using the Products for another purpose and operation than the goods is designed for.
5. Should Product exceptionally feature some defects, TYMA CZ s.r.o. shall remove those whilst having the right of choice whether to repair these, or whether to deliver a substitute and thus replace the defective product; a defect of incorrect quantity of delivered goods shall be remedied by the delivery of missing goods.
6. Rebuking defects and lodging claims from defects shall have written form, otherwise they will not be deemed effected.
7. Company TYMA CZ, s.r.o. undertakes to preferentially satisfy authorised and properly submitted claims on defects (i.e. those notified in written, stating the description of defect) as described above, upon being notified to do so by Customer, whilst those relating to more complex, atypical and non-standard products within 3 weeks from that moment, if possible.
8. If defects are properly remedied in the above specified and timely manner, no damage claim shall be raised on damages caused by Customer due to these defects. The right for compensation of damage in consequence of dysfunction of products in warranty term is fully ruled out, and any other potential damage compensation shall always be limited to the amount of price of the products delivered.

11. Force Majeure

1. Company TYMA CZ, s.r.o. shall not be held liable for any delay of incapability to supply products in result of any Force Majeure event (fire, natural disaster, collective commotions, strike or lock-out, provisions of state authority, etc.). If such situation occurs, TYMA CZ, s.r.o. shall inform Customer immediately and is entitled to either postpone the delivery term, or withdraw from the agreement, without any liability for damage suffered by Customer due to failure in performance of the delivery. If the performance was provided by Customer (price paid, etc.), company TYMA CZ, s.r.o. shall return the performance to Customer without any unreasonable delay.

12. Special arrangements

1. During the period of implementation of the agreement, Customer is obliged to notify TYMA CZ, s.r.o. of any changes in data that might affect the performance of the agreement (subject information) and keeping proper records of it, including tax records; particularly notify of any changes in the trade name, company registration number (CRN), VAT registration number and bank connection. If Customer fails to do so, they shall be held responsible for any damages that may arise in consequence of that; if delivery is defective due to such failure, all the resulting consequences shall be borne by Customer. Similarly, Customer shall be held liable for any defects caused by incorrect submission of bank order (e.g. pays extra charges that the bank may require due to such omission on the part of Customer).
2. As concerns liabilities of TYMA CZ, s.r.o. and Customer for deliveries of Products (purchase agreements, contracts for work), unilateral inclusion is eliminated.