

# Bamiko General Conditions of Sales from the 1<sup>st</sup> October, 2017

## I. SUBJECT MATTER

1. All sales of products and their accessories (hereinafter jointly also only the „Products“), performed by the company BAMIKO s.r.o., with registered office at Rožnov pod Radhoštěm, Bezručova 663, ZIP Code 756 61, identification number: 02529009, inscribed in the Commercial Register maintained by the Regional Court in Ostrava, Part C, Entry 57912 (hereinafter only the "seller" or „Bamiko“), shall be governed by the provisions of these Bamiko General Conditions of Sales (hereinafter only the „BGCS“), which shall prevail over any purchasing terms and conditions of the other contracting party (hereinafter only the „buyer“).
2. Unless agreed upon otherwise these BGCS shall be exclusively applicable to any and all offers of BAMIKO, s.r.o.
3. Any deviations from these BGCS may be made only in an offer or in a written contract signed by both parties.
4. Rejection of these BGCS by the buyer shall lead to invalidity of any BAMIKO's offer. To exclude any doubts, should the buyer take over the ordered goods from BAMIKO s.r.o. it shall also be deemed acceptance of and adherence to these BGCS without anything else.
5. Based on the closed contracts the seller undertakes to supply the buyer on the basis of partial orders the goods specified in Article II. thereof to the order quantities, specifications, and under the conditions listed below. The seller undertakes to transfer the property right to the buyer to such goods supplied.
6. The buyer undertakes to hand over the supplied goods and to pay the purchase price for it.

## II. PRODUCTS

1. All products and accessories mentioned on the Bamiko website and in the price list and catalogue, as well as in the valid spare part catalogue and pricelist are subject of the Bamiko offer.

## III. BAMIKO OFFERS

1. Bamiko offers are valid only in a written form. Valid Bamiko offer includes name of the responsible sales manager.
2. Bamiko reserves the right to cancel the offer before the delivery of the offer or at least simultaneously with the delivery of the offer.
3. Bamiko reserves the right to revoke the offer before the other party has dispatched the acceptance of the offer.
4. Bamiko offers can be accepted only unconditionally.

## IV. ORDERS

1. All the purchase orders shall include clear buyer identification (company ID or VAT number).
2. Each item must be identified by ordered quantity. Every unit option or special requests shall be mentioned on the purchase order. Place of delivery and special transport requirements if needed shall be stated as well. Required delivery date is a helpful information.
3. Bamiko reserves the right not to accept a purchase order.
4. Name of the person responsible for purchase as well as signature with date are obligatory.
5. Orders of the Bamiko products shall be sent in writing to e-mail address [info@bamiko.cz](mailto:info@bamiko.cz).  
After the order is received, it is confirmed by e-mail, including price and delivery term clarifications.
6. Spare part orders shall be sent in writing to our e-mail address [info@bamiko.cz](mailto:info@bamiko.cz).
7. The order of goods under this paragraph shall be deemed to be irrevocable offer of the purchase contract.
8. Written P.O. confirmation by the Bamiko sent by email presents closing a business contract. Should some condition be not mentioned in the contract it is ruled by this BGCS.
9. Bamiko reserves the right to temporarily and/or permanently terminate and/or suspend any sales of any of its products. In such a case the buyer shall not be entitled to any compensation, unless expressly agreed upon otherwise in an autonomous contract.

## V. LIST PRICES

1. Recommended Bamiko list price is set in the valid Bamiko price list and Spare parts price list. All the prices are VAT and transport excluded unless specified differently in the particular valid price list.

## VI. PRICE LIST VALIDITY

1. The price list validity date is stated in the valid price list for the assigned territory.
2. International Price list covers all countries except Czech Republic and Slovakia.
3. International spare parts price list covers all countries except Czech Republic and Slovakia.

## VII. NET PRICES

1. Final price for the Bamiko business partner (distributor) is based on the discount off the Bamiko list prices.
2. Individual discount may be provided on all products in the price list.
3. Only mutually agreed discounts are valid.
4. The buyer is committed to tax the goods in the country of delivery and acceptance.
5. The seller undertakes to issue the buyer a tax document.

## VIII. PAYMENT TERMS

1. Standard payment term for a new buyer (for first 3 orders) is prepayment. The buyer will be obliged to pay the payment of the ordered goods in advance, respectively before the goods are dispatched.
2. Standard payment term for returning buyer (after first 3 orders) is 30 days credit starting from the invoicing date.
3. Returning buyer will receive a credit limit of up to EUR 3 000.
4. If some of the invoices should exceed the credit limit specified in paragraph 3. of this article, the buyer will be obliged to pay the excess value in advance, respectively before the goods are dispatched.
5. Also if the latest issued invoice should exceed in the sum with already issued but unpaid invoices the credit limit specified in paragraph 3. of this article, the buyer will be required to reimburse payments on the invoices in advance, respectively before the goods are dispatched.
6. Should the buyer not provide Bamiko with its objections to the invoices within 14 days from the invoice delivery to the buyer, the therein provided price shall be deemed fully approved by the buyer.
7. Should the buyer be in a delay with payment of any of its financial obligations by more than 7 days, the buyer shall be obliged to pay a contractual penalty amounting to 0.05% of the due amount for each day of the delay. Payment of the contractual penalty shall have no effect on the compensation of damages, which shall be paid independently and autonomously of the contractual penalty.
8. Should the buyer be in a delay with payment of any of its financial obligations by more than 30 days, the seller reserves the right to terminate all contractual agreements with the buyer one-sidedly.

## IX. DELIVERY TERMS

1. Standard term of delivery is 3 - 4 weeks after confirmation of the order by Bamiko.
2. The buyer or the buyer's representative is obliged to confirm the takeover of goods and referring documents by the date, signature on the delivery note and sending this document back to the Seller by mail or scanned by the Email.
3. The seller is entitled, at any time, to refuse supplying Products if the buyer violates the terms of this BGCS.
4. The buyer is obliged to check the goods at acceptance in accordance with the Bamiko Installation documentation and follow the documentation in case of damage caused by transport of goods or other effects found. The Buyer is obliged to notify the seller without undue delay.

## X. TRANSPORT

1. FCA Rožnov pod Radhoštěm INCOTERMS 2010 apply as standard delivery terms.
2. The delivery conditions might vary upon the geographical validity of the particular Price list.

## XI. PACKING

1. The products are packed in a cardboard box; the long sides and front are protected with foam and polystyrene. The engine is fixed to prevent movement by a steel plate and a screw.

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### **XII. WARRANTY CONDITIONS AND CLAIMS**

1. These warranty terms and conditions (herein after referred to as the "Warranty conditions") are a statement on the quality warranty as of Article 2113 Act no. 89/2012 Coll. of the Civil Code as amended (herein after referred to as "NCC").
2. The quality warranty applies to the Swimwear Spin Dryer / OD-100 (herein after referred to as the "Products").
3. The Seller hereby states to provide the Buyer with quality warranty on the Products in the length of 13 months (herein after referred to as the "Regular Warranty"), the Seller undertakes that during the warranty period the Products purchased by the buyer shall be of sustainable quality and properly functioning. The Regular Warranty commences upon the dispatch day of the Product from the Seller's place of business.
4. The Regular Warranty does not apply to the usual wear of the purchased Product's rubber cuff located on the inner drum.
5. These Warranty conditions also apply to the purchased Products' spare parts, then the Regular Warranty with shortened length of 6 months (not 13 months) shall commence upon the day of dispatch of the Product's spare parts from the Seller's place of business.
6. The Regular Warranty is applicable under these Warranty conditions and at the same time upon fulfilling all of the following conditions, should even one of the conditions be breached, the buyer loses the buyer's right to warranties that arose from these Warranty conditions:
  - 6.1. The instalment of the Product is to be done by the Buyer in compliance with all the requirements stated in the User and Installation Manual. Instalments of parts of the Products and spare parts are to be done by the Buyer in compliance with instructions from the Seller and in the User Manual.
  - 6.2. In the event of replacement of Product's defective components, there shall be used only the original components and spare parts from the Seller.
7. The warranty especially covers defects arising as a result of defective material used for producing the Product, its components or spare parts, or due to faulty manufacturing process that resulted malfunction. The warranty does not cover defects arising as a result of mechanical damage, inappropriate placement which is in contrary with Installation and User Manual, inappropriate way of handling, failure to respect the Product's User manual instructions and the Technical and service documentation, operating under special conditions unforeseen by the manufacturer, use for purposes other than for which the product is designed. The warranty does not cover the normal wear and tear of the Product. Regular Warranty does not cover water damage caused by faulty Product Installation and due to lack of cleaning and maintenance. Removal of the top cover and any other procedures as described in the Maintenance and User Manual will not invalidate the Regular Warranty.
8. Faulty Product must be sent back to the Seller's registered office or the Bamiko's Distributor office in the original packaging, including steel plate that prevents the engine from movement. The buyer sends the claimed Product and/or spare parts exclusively at its own expense without entitlement to reimbursement. Any damaged received during transit due to improper packaging by the Buyer shall be fully chargeable – parts and labor time. Original packaging is available from the Seller, chargeable to the Buyer.
9. The warranty claim procedure begins with the date of delivery of the claimed Product and/or spare parts to the Seller, Seller's registered office or the Bamiko's Distributor office.
10. In the event that the buyer's eligibility for warranty repair is justified by the Seller, then the warranty repair is done without delay and the transport costs of the repaired Product shall be paid by the Seller.
11. In the event that the buyer sells the Product as a part of his business operations to a third party, the buyer undertakes to provide to the third party quality warranty on this Product in the length of at least 12 months. The obligation of the buyer to provide this warranty towards the third party is valid only if that third party ensures to comply with the Regular warranty conditions pursuant to section 6 of the Warranty conditions herein.
12. Limitation of Regular Warranty
  - 12.1. The Seller shall not be liable for repair under Regular Warranty in case that large amount of water have been poured into the Product, when lack of cleaning and maintenance caused water to overflow, when the Product was damaged from vandalism or negligence and in case the Product was installed in contrary with the Installation and User manual.

- 12.2. The Seller shall not be liable for repair under Regular Warranty in case the Product was damaged as a result of lack of cleaning and maintenance, which led to drain clogging and water overflow (including but not limited to non-removal of blockages from outer drum). Any blockages must be removed promptly and the waste drain hose must be checked regularly as stated in Weekly and Monthly Maintenance Manual.
- 12.3. The Seller reserves the right to apply additional cleaning charges in case the Product was not cleaned and maintained according to the Weekly and Monthly Maintenance Manual during Regular Warranty period.
- 12.4. The Seller shall not be liable for repair under Regular Warranty in case the Seller modified the Product or used non original parts that were not supplied by the Seller.
- 12.5. The Seller reserves the right to apply administrative fee in case the Product was sent for repair and was in full working order upon arrival to the Seller.

### **XIII. Final Provisions**

1. The contracting parties shall seek to settle all disputes arising from the closed purchase contracts or in connection with them especially by bilateral agreement.
2. Any dispute arising from the contracts, which cannot be settled between both parties by themselves, and in connection with it will be decided finally in the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, EC Ostrava, in accordance with its rules and the Order by one arbitrator appointed by the Chairman of the Arbitration Court. The parties hereby undertake to comply with an obligation imposed by the arbitration finding.
3. All and any legal relations between Bamiko and the buyer shall be governed by the legislation of the Czech Republic.
4. Unless agreed upon otherwise in writing by Bamiko and the buyer in an autonomous contract or a purchase order, the scope of compensation of any potential harm suffered by the buyer or any third person in relation to delivery of the Products, shall not exceed the usual sales price of the product (per the Price list valid on the day of the goods ordering).
5. All Bamiko's rights shall be a subject to the statute of limitation of ten years from the day, on which the right may be exercised for the first time.
6. Bamiko reserves the right to change these BGCS, whereat such changes may relate to any rights and obligations. Bamiko is obliged to inform the buyer on any changes in these BGCS in writing, at least 30 days before such change effectiveness. Should the buyer disagree with the proposed change and unless agreed upon otherwise, any of the parties shall be entitled to terminate the Master Contract with a one-month notice of termination, should it be possible with regard to the nature of such Master Contract. If the Master Contract is not terminated from the reason of such changes in the BGCS within fourteen days from such change advising, it shall be deemed the buyer's approval of such a change.
7. These BGCS become valid and effective on 1<sup>st</sup> October, 2017 and their validity and effectiveness is not limited by time.