

GENERAL SALES TERMS AND CONDITIONS

Urdiamant, s.r.o.

I

1. For the purpose of this General Sales Terms and Conditions of Urdiamant, s.r.o. with its seat at Dolnostudénská 715/3, Šumperk, Post Code 787 01, CRN: 25858653, entered in the Commercial Register kept with the Regional Court in Ostrava, Section C, Insert 22574 (hereinafter also referred to as the “Company”), the following terms have the meaning as specified:

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| Invoice | – tax document that specifies the price of the Fulfilment; |
| Customer | – any entity to which the Company delivers any services, sales any objects, delivers any pieces of work, etc.; |
| Terms and Conditions | – these General Sales Terms and Conditions of the Company; |
| Fulfilment | – any goods, services, work, piece of work etc., which Customer takes from the Company upon the Agreement; |
| Agreement | – any contract or agreement concluded between and by the Company and the Customer; |
| Agreement Party | – the Company or the Customer; |
| Agreement Parties | – the Company and the Customer; |

II

1. Unless agreed otherwise by the Agreement Parties in the Agreement, an Invoice or a receivable specified in the Invoice is due by 7 days after the date of the issue of the Invoice.
2. The invoiced amount is paid in time if credited to the account of the provider of the payment services of the Company on the due date.
3. Unless agreed by the Agreement Parties in writing, the Customer has no right to any bonus of any kind for duly and timely paid price of the Fulfilment.
4. Unless agreed otherwise by the Agreement Parties in writing, the Customer is not entitled to set off unilaterally any of its claims toward the Company against a receivable of the Company for payment of the price of the Fulfilment.

III

1. Unless agreed otherwise in the Agreement, the seat of the Company is the place of delivery of the Fulfilment and the moment of handover of the Fulfilment to the Customer or a carrier who transports the Fulfilment to the Customer is the moment of accomplishment of the Fulfilment.

2. Unless agreed otherwise in the Agreement, the Fulfilment shall be delivered in common quality. The Fulfilment shall be free from any rights of any third parties.
3. Unless agreed otherwise in the Agreement, the risk of damage of the Fulfilment transfers to the Customer in the moment of:
 - a) takeover of the Fulfilment or in the moment when the Customer got in delay with the takeover of the Fulfilment, in case the Customer should have taken over the Fulfilment in the seat of the Company;
 - b) handover of the Fulfilment by the Company to the carrier who provides the transportation of the Fulfilment to the Customer.

IV

1. Unless agreed otherwise in the Agreement, the Agreement as well as all legal relations resulting or arising therefrom are, according to the agreement of the Agreement Parties, governed by the system of law of the Czech Republic, especially by the Act no. 89/2012 Coll., Civil Code, as amended.
2. If a relation established by the Agreement includes an international (foreign) element, the Parties hereby agree that the relation is governed by the system of law of the Czech Republic.
3. Unless agreed otherwise in the Agreement, the courts in the Czech Republic are competent to solve the disputes resulting from the Agreement which fail to be resolved by agreement of the Agreement Parties. According to the agreement of the Agreement Parties, the territorial jurisdiction of the court is governed by the address of the seat of the Company.

V

These General Sales Terms and Conditions become effective as of 1st December 2016.

Šumperk, this day 23rd November 2016

Eng. Eduard Matús
Executive
Urdiamant, s.r.o.