

# The general buying terms of Rieter CZ a.s., plant Žamberk.

## 1. Conclusion of a contract and scope of validity

This is valid only for orders made in writing and for the orders confirmed in writing. The order confirmation we understand the return of our copy which is approved in writing by seller. In order included deviations and additions of seller are only accepted if we agree with them in advance or subsequently in writing. If we receive the supply or if we pay for it, it does not mean that we accept the terms of seller. Other way we consider the fulfilment of obligation like an additional admission of our buying terms even if seller did not expressly agree with them or in his order confirmation referred to other conditions.

## 2. Price

The negotiated purchase price is fixed and includes all secondary costs according to agreed terms.

## 3. Delivery time

We understand the agreed terms with the delivery to the place of destination according to the contract. The supplies before agreed time is possible to realize only with our agreement. For delay with delivery is responsible the seller according to law, the supplier has right to claim compensation, further he has right to charge penal clause for seller's breach of duty namely in an amount 0,5 % of deliverie's total price in every commence week of exceeded delivery time or he has right to withdraw the contract because delay is treated as essential breach of contract.

## 4. Transport

It is necessary to keep the agreed way of transport. The supply is realize by CIP Rieter Cz a.s., plant Žamberk, possibly according to the other agreed INCOTERMS 2000 clause. Accounted returnable packing will not be paid but franco returned. For the damages during the transport which are caused by insufficient or improper packing, is responsible the seller.

## 5. Payments

It will be paid after delivery of goods according to our order to the agreed place and after issue and delivery of purchase price account (invoice, other tax document) namely either until 14 days with 3% discount, until 30 days with 2% discount or nett until 60 days.

## 6. Guarantee

The seller guarantee fully to Rieter CZ a.s. after legal and objective side. The seller guarantee the perfect quality of his supply, usual and by buyer stated way of application. The guarantee is valid for 24 months and begins with delivery of goods by seller to the place of destination. This arrangement does not remove the seller's responsibility for agreed quality of supply. The defects on goods is possible at any time to claim during the time of guarantee, the hidden defects or discoverable only during using of the goods have the buyer right to apply at the latest into two years since the time of delivery of goods if there is no apply at them longer negotiated quality guarantee. The buyer communicate immediately the complaint to the seller in writing. If there occur the justified complaint for the defects on the supply, it is about breach of contract essential way and Rieter CZ a.s. is authorized according to its option to decide about the change, decrease of delivery or delivery of other sort of goods instead of defective goods, possibly withdrawal of the purchase contract. This right can the buyer apply either generally on full order or only on their particular part.

## 7. Damage liability on product

The producer guarantees for total documented damages caused by product finishing of poor quality.

## 8. Technical requirements to supplier

- ensurance of production processes according to the technical specifications, instructions sheets, technical processes and instructions stated in the technical documentation and security of their knowledges
- ensurance of goods protection at handling, stocking, transport and against the corrosion
- check the goods quality according to the specifications of technical documentation by registration in the measuring protocol with marking of measured pieces and stored separately
- compliance of specified material or appropriate equivalent for every orders
- documentation of all article deviations from drawing during the production
- no expedition uncomform products into Rieter CZ a.s. without previous permission

## 9. Copyrights, documentation and trade secret

Drawings, calculations, models, moulds, matrixes, samples and all other data provided to seller (supplier) stay our by law protected ownership and after our request are at every time available. Without our permit must not be given by no means to the third party. By us paid tools, measures, fixturings, models etc. stay in our ownership. It is necessary to suitable store them and ensure before damages. Without our permit is impossible to change them, liquidate them or give them to the third part. The seller is obligated to keep the trade secret of Rieter CZ a.s., with them get into contact during negotiation of purchase contract or these buying terms, which is create by all facts of business, manufacturing or technical character related with company, Rieter CZ a.s. and must not them without written permit to provide any possible way to the third party and must in corresponding way to ensure his security.

Rieter CZ a.s., Ústí nad Orlicí  
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564 23 Žamberk  
Tel: +420 465 674 111  
Fax: +420 465 674 217  
E-mail: [re.zamberk@rieter.elitex.cz](mailto:re.zamberk@rieter.elitex.cz)

Firma je zapsána v obchodním rejstříku u Krajského soudu v Hradci Králové, oddíl B, vložka 1053  
The firm is recorded in trade register by regional court in Hradec Králové, rubric B, encl. 1053



Bank: HVB Bank Czech Republic a.s., Praha  
account No. CZK: 116 629 2001/2700  
IBAN: CZ27 2700 0000 0011 6629 2001  
account No. EURO: 116 629 2212/2700  
IBAN: CZ53 2700 0000 0011 6629 2212  
IČO: 60112301  
DIČ: CZ60112301  
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10. Ececutive law

In case of relevant controversy is valid the law of Czech Republic. In case of controversy we follow firstly this contract and secondly valid Commercial Code and thirdly other legislations of Czech Republic.

11. Validity of terms

This terms are valid if in concluded general contract or contract of purchase between ourselves and seller will not be in writing agreed otherwise.