

# Retigo General Conditions of Sales from the 1<sup>st</sup> January, 2019

## I. SUBJECT MATTER

1. All sales of products and their accessories (hereinafter jointly also only the „Products“), performed by the company RETIGO s.r.o., with registered office at Rožnov pod Radhoštěm, Láň 2310, ZIP Code 756 64, identification number: 607 94 062, inscribed in the Commercial Register maintained by the Regional Court in Ostrava, Part C, Entry 7216 (hereinafter only the "seller" or „Retigo“), shall be governed by the provisions of these Retigo General Conditions of Sales (hereinafter only the „RGCS“), which shall prevail over any purchasing terms and conditions of the other contracting party (hereinafter only the „buyer“).
2. Unless agreed upon otherwise these RGCS shall be exclusively applicable to any and all offers of RETIGO, s.r.o.
3. Any deviations from these RGCS may be made only in an offer or in a written contract signed by both parties.
4. Rejection of these RGCS by the buyer shall lead to invalidity of any RETIGO's offer. To exclude any doubts, should the buyer take over the ordered goods from RETIGO s.r.o. it shall also be deemed acceptance of and adherence to these RGCS 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 mentioned in a valid Retigo Vision combi ovens and accessories and price list, Vision chef price list as well as in the valid spare part catalogue are subject of the Retigo offer.

## III. RETIGO OFFERS

1. Retigo offers are valid only in a written form. Valid Retigo offer includes name of the responsible sales manager.
2. Retigo reserves the right to cancel the offer before the delivery of the offer or at least simultaneously with the delivery of the offer.
3. Retigo reserves the right to revoke the offer before the other party has dispatched the acceptance of the offer.
4. Retigo 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 Retigo article code and ordered quantity. Every unit option or special requests shall be mentioned on the purchase order. Place of delivery and special transport requirements (tail lift request) if needed shall be stated as well. Required delivery date is an helpful information.
  3. Retigo reserves the right not to accept a purchase order.
  4. If ordered product(s) not collected by the buyer in 10 days from the confirmed dispatch date, Retigo reserves a right to sell the product(s) to other buyer(s). Confirmed dispatch date can be found on every Retigo purchase order confirmation.
  5. Any partner with payment overdue more than 30 days will be put on hold until all overdue payments completely settled.
  6. Orders confirmed by Retigo can not be subject of any modification later than 3 weeks prior to the confirmed dispatch date. Breaching this condition may result in 5 % cancellation fee calculated from the original order value.
  7. Name of the person responsible for purchase as well as signature with date are obligatory.
  8. Orders of the Retigo products shall be sent in writing to
    - a. fax number +420 571 665 554
    - b. e-mail address sales@retigo.com.
- After the order received it is confirmed by fax or e-mail, including price and delivery term clarifications.
9. Spare part orders shall be sent in writing to our e-mail address [service@retigo.com](mailto:service@retigo.com).
  10. The order of goods under this paragraph shall be deemed to be irrevocable offer of the purchase contract.
  11. Written P.O. confirmation by the Retigo sent by email or fax presents closing a business contract. Should some condition be not mentioned in the contract it is ruled by this RGCS.
  12. Retigo 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 Retigo list price is set in the valid Retigo Vision combi ovens and accessories price list, Vision Chef Concept price list or 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 United Kingdom, Germany and Austria, France, Slovakia and Czech Republic.
3. International spare parts price list covers all countries except Czech Republic and Slovakia and United Kingdom.

## VII. NET PRICES

1. Final price for the Retigo business partner (distributor) is based on the discount off the Retigo list prices.
2. There is a flat discount provided on all Vision Accessories (part of the Retigo Vision combi ovens and accessories price list) as well as all product from the Vision Chef Concept price list.
3. Individual discount is provided on all products in the price list section Vision Combi Ovens (part of the Retigo Vision combi ovens and accessories price list).
4. Only mutually agreed discounts are valid.
5. The buyer is committed to tax the goods in the country of delivery and acceptance.
6. The seller undertakes to issue the buyer a tax document.

## VIII. PAYMENT TERMS

1. The seller will apply for a credit limit approved on the buyer by the Euler Hermes Čescob, credit insurance joint-stock company. The amount of the credit limit will be set by the Euler Hermes Čescob, credit insurance joint-stock company.
2. Should Euler Hermes Čescob not approve a credit limit on the buyer, the buyer will be obliged to pay the payment of the ordered goods in advance, respectively before the goods are dispatched.
3. If some of the invoices should exceed the credit limit specified in paragraph 1. of this article, the buyer will be obliged to pay the excess value in advance, respectively before the goods are dispatched.
4. Also if the latest issued invoice should exceed in the sum with already issued but unpaid invoices the credit limit specified in paragraph 1. of this article, the buyer will be required to reimburse payments on the invoices in advance, respectively before the goods are dispatched.
5. Standard payment term is 30 days credit starting from the invoicing date within the insured credit limit specified in the paragraph 1. of this article.
6. Should the buyer not provide Retigo 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. Retigo DELIVERY TERMS

1. Term of delivery is based on production capacity available.
2. If the desired product is in a Retigo stock, the delivery can be done in one week.
3. 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 Fax or scanned by the Email.
4. The seller is entitled, at any time, to refuse supplying Products if the buyer violates the terms of this RGCS.
5. The buyer is obliged to check the goods at acceptance in accordance with the Retigo Transport and 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.

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## 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 on pallets; the corners are protected with cardboard parts. The whole equipment is covered in foil and packed in a cardboard box. RETIGO is entitled to use the protected trade-mark Green point which means that the price of the product includes the costs related to package waste.

## XII. WARRANTY CONDITIONS AND CLAIMS

2. 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").
1. The quality warranty applies to the following products: combi ovens, confectionary ovens, regenerators, holdomats, blast chillers/freezers (herein after referred to as the "Products").
2. The Seller hereby states to provide the Buyer with quality warranty on the Products in the length of 26 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.
3. The Regular Warranty also applies to the purchased Products' seals, glass components and electric bulbs, however there is a shortened warranty in the length of 6 months (not 26 months) on these parts, which shall commence upon the dispatch day of the Product from the Seller's place of business.
4. These Warranty conditions also apply to the purchased Products' spare parts, then the Usual Warranty with shortened length of 6 months (not 26 months) shall commence upon the day of dispatch of the Product's spare parts from the Seller's place of business.
5. 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:
  - 5.1. The instalment of the Product, or instalments of parts of the Products and spare parts, as well as all service interventions done on the Product during the warranty period shall be provided exclusively by the Seller or by the Seller's Authorized service (herein after referred to as the "Authorized service") and in compliance with all the requirements stated in the Technical and service documentations available on [www.retigo.com](http://www.retigo.com).
  - 5.2. In the event of replacement of Product's defective components, there shall be used only the original components and spare parts from the Seller.
  - 5.3. Any maintenance of the Product, its components or spare parts must be done exclusively with the use of Seller's detergents. Usage of any other detergents might cause damage to the Product or health hazards to the operator. The list of detergents is available on [www.retigo.com](http://www.retigo.com) / Download part No. 10
  - 5.4. The Product has not been repaired by either the buyer or any third party apart from the Seller or by the Seller's Authorized service, that is considering any repairs that led to any changes in the internal structure of the Product (especially replacement of the components) and/or even mere sign of opening the Product's cover with the intention to repair it (i.e. any slight damage to the Product's cover, in particular violation of the seals, protective stickers, any signs of levering into the Product's cover or its opening).
6. 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, inappropriate way of handling, failure to respect the Product's operating manual instructions and the Technical and service documentation, the use of unauthorized person or as a result of unpredictable natural disasters, operating under special conditions unforeseen by the manufacturer, use for purposes other than for which the product is intended or using other detergents than those specified by the Seller. The warranty does not cover the normal wear and tear of the Product.
7. The warranty only applies to Products, components and spare parts purchased by the buyer from Seller under condition that it is exercised within the given period and without undue delay. Further use of defected Product and/or component is prohibited. Violation of this prohibition may be at the discretion

- of the Seller, respectively the authorized service regarded as a breach of the Warranty conditions and therefore the loss of the buyer's rights for warranty.
8. The buyer's eligibility for warranty repair is performed by the Seller in accordance with the above stated conditions after handing over the claimed Product and/or spare parts to the Seller. The Seller is entitled to request for such assessment additional relevant information from the buyer, in particular information about the location and use of the Product or the spare part.
9. The integral part of the claim for warranty repair is the invoice number, overall requirements for initiating the claim procedures including in particular a detailed description of the defect, providing the type of claimed Product and/or spare part inclusive serial and model number.
10. The warranty claim procedure begins with the date of delivery of the claimed product and/or spare parts to the Seller (together with written claim for warranty repair) to the Seller's place of business. The buyer sends the claimed Product and/or spare parts exclusively at its own expense without entitlement to reimbursement.
11. 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.
12. Any Product and/or spare part sent by the buyer for a warranty claim at the expenses of the Seller, without prior notice and /or without completed request for warranty repair (see section 11 of these Warranty conditions), shall not be accepted for warranty claim and will be sent back to the buyer without notice at his expense.
13. 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 24 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.

## 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 Retigo and the buyer shall be governed by the legislation of the Czech Republic.
4. Unless agreed upon otherwise in writing by Retigo 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 Retigo'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. Retigo reserves the right to change these RGCS, whereat such changes may relate to any rights and obligations. Retigo is obliged to inform the buyer on any changes in these RGCS 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 RGCS within fourteen days from such change advising, it shall be deemed the buyer's approval of such a change.
7. These RGCS become valid and effective on 1<sup>st</sup> January, 2019 and their validity and effectiveness is not limited by time.