

## **General Terms and Conditions valid as of 1.1.2020**

### **1. Subject and Nature of GTC**

- 1.1 These General Terms and Conditions („**GTC**") are the basis for all supplies and services of SICK spol. s.r.o., with its registered office at Ukrajinská 1487/2a, Vršovice, 101 00 Praha 10, ID No.: 448 49 036, registered with the Commercial Register kept by the Municipal Court in Prague under file No. C 8007, belonging to the SICK Group in the field of production automation, consisting of SICK AG, SICK Vertriebs-GmbH, SICK STEGMANN GmbH, SICK IBEO GmbH and IBEO Automobile Sensor GmbH (hereinafter referred to as „**the Supplier**"). The GTC governs mutual rights and obligations arising in connection with or on the basis of Purchase Agreement concluded between the Supplier and the Client - the Customer (hereinafter referred to as the „**Customer**" or „**Purchaser**"). The Customer shall mean an entrepreneur within the meaning of Section 420 et seq. of the Civil Code. The Customer is not considered a weaker party within the meaning of Section 2898 of the Civil Code.
- 1.2 The Purchaser is notified of the GTC sufficiently before the order is made and has the opportunity to become acquainted with them. These terms and conditions are an integral part of the concluded Purchase Agreement (hereinafter referred to as the „**Purchase Agreement**"). By concluding the Purchase Agreement (see point 2 below), the Purchaser confirms that he has read these GTC and agrees with them. These GTC are displayed on the Supplier's website and are thus archived and reproduced by the Purchaser.
- 1.3 The Purchaser agrees to the use of means of communication allowing the conclusion of a Purchase Agreement at a distance. Costs incurred in connection with the use of means of distance communication (cost of telephone calls, Internet access, etc.) are paid by the Purchaser himself. For Internet, or telephone calls no special surcharges are charged by the Supplier.

### **2. Offer - Contract Conclusion - Contract Content**

- 2.1 Product presentation on the Supplier's website does not constitute a legally binding offer to conclude a Purchase Agreement or a proposal to deliver the goods, but merely allows making an offer to conclude a Purchase Agreement. The Purchaser can order the goods on the Supplier's website through their registered customer account or without registration.
- 2.2 By registering a customer account, the Purchaser obtains a more convenient and faster order submission by managing his contact details, billing and shipping addresses, and his order history, which he can easily order again. To use these features, the Purchaser must sign in to his account before submitting the order.
- 2.3 Only a limited number of items may be ordered from some of the products offered. The number of items to be ordered may also be limited due to unavailability; this information is displayed to the Purchaser as part of the order completion process. The Purchaser may first insert the products into the shopping cart without obligation and may check or correct his data, including the content of the order, at any time

before sending a binding order (Purchase Agreement Offer). The Purchaser is responsible for the correctness, completeness and timeliness of the data entered in the order. If additional information needs to be retrieved for the execution of the order, the seller reserves the right to claim reimbursement of the costs incurred by him.

- 2.4 By clicking on the order button, the Purchaser will send a binding order of the goods contained in the shopping cart. Before sending the order, the Purchaser is asked to approve these terms and conditions. The Purchaser will automatically receive the order receipt by e-mail immediately after it is sent. Unless otherwise stipulated in the Purchase Agreement or these terms and conditions, this automatic acknowledgment is simultaneously a binding acceptance of the order by the Supplier. The Purchase Agreement is concluded at that moment.
- 2.5 Acceptance of the order by the Supplier and thus conclusion of the Purchase Agreement may be deferred with respect to the chosen method of payment.
- 2.6 The concluded Purchase Agreement can be changed only by agreement between the Purchaser and the Supplier, or in specified cases where permitted by law. The Supplier reserves the right to cancel the order or part thereof if the goods are unavailable.
- 2.7 The Supplier shall inform the Purchaser about the cancellation of the order immediately. If the Purchaser has already paid part or the entire purchase price for the cancelled order, the Purchaser will be refunded the purchase price within 14 days, unless the Purchaser agrees otherwise with the Supplier (e.g. the Purchaser will use alternative goods).
- 2.8 Drawings, technical specifications and other documents accompanying the offer are subject to the Supplier's proprietary and copyright laws; the Customer is not authorized to make them available to a third party without the Supplier's written consent.

### **3. Supply and Service Volume**

- 3.1 The volume of supply and services is given by a written confirmation of the order by the Supplier. Partial deliveries are permitted. If the Customer does not agree with partial deliveries, he is obliged to notify the Supplier of this fact.
- 3.2 The Supplier reserves the right not to deliver an already confirmed order if the Customer is in default with the payment of its obligations to the Supplier until the full settlement of these obligations.

### **4. Prices and Payments**

- 4.1 The prices of the goods listed on the Supplier's website represent the total price excluding VAT at the statutory rate. The stated prices of goods are valid at the moment of sending the order by the Purchaser (see point 2 above).
- 4.2 Offered prices are valid only for the specific offer. A fixed price agreement requires an express written agreement.
- 4.3 Prices are given in CZK or EUR and the DAP delivery condition (Incoterms 2010) applies, unless agreed otherwise.
- 4.4 Together with the purchase price, the Purchaser is also obliged to pay the Supplier the costs associated with the delivery of the goods at the agreed amount.

- 4.5 If for any reason (in very exceptional cases) the Supplier will not be able to comply with the prices stated in the Purchaser's order, the Supplier will inform the Purchaser of this fact requesting to approve the price increase. If the Purchaser does not agree with the price, the Supplier has the right to cancel the order, eventually withdraw from the already concluded Purchase Agreement by a notice demonstrably delivered to the Purchaser. In the event that the Purchaser has already paid any funds to the Supplier, the Supplier shall return it to the Purchaser without undue delay in the same manner as he received it.
- 4.6 If the delivery and / or services are to be delivered later than nine (9) months from the date specified in the order confirmation and at that time the prices and / or costs for material, services or other costs have changed, the Purchaser has the same rights as stated in paragraph 4.5 above.
- 4.7 If the Supplier also undertakes installation, assembly or commissioning, the Customer - unless agreed otherwise - shall pay, in addition to the agreed delivery price, all costs associated with installation, assembly or commissioning according to the Supplier's price valid at the time of implementation.
- 4.8 Deliveries are made on the basis of payment of the advance invoice in full to the Supplier's bank account. The Supplier may deliver the goods without an advance invoice and issue an invoice with a due date. Determination of maturity is always determined by the Supplier - unless agreed otherwise.
- 4.9 Invoices for the services are due immediately in full to the Supplier's bank account.
- 4.10 The Supplier sets the minimum order amount for the Customer. The minimum amount of the order is always determined without VAT. If the total value of one order of the Customer is lower than the specified minimum order amount, the Supplier is entitled to charge a handling fee according to the valid price list.
- 4.11 The Customer is not entitled to set off its claims against the Supplier's receivables without the Supplier's prior written consent. The parties agree that the Customer's payments will first be set off against the accessory of the claim, then interest on late payment and finally on the principal. The Customer's partial performance is considered to be the acknowledgement of the remaining debt to the Supplier.

## **5. Time Limits for Deliveries and Services, Delays**

- 5.1 Estimated delivery times for individual products are listed on the Supplier's website or specified in the order. These deadlines are only indicative, i.e. the Supplier is not bound by them. If the Purchaser orders products with different delivery times, the delivery time of the entire order is governed by the longest delivery time.
- 5.2 Compliance with time limits and deadlines for deliveries and services implies timely fulfilment of all obligations of the Customer - in particular, delivery of required documents, necessary permits and licenses and plans - as well as compliance with contractual payment terms and other obligations. If these conditions are not met in due time, the time limits and deadlines for the Supplier are extended accordingly.

- 5.3 If the failure to meet time limits is due to force majeure (e.g. war, rebellion or similar events, natural disaster, etc.), the time limits are extended accordingly. If the deliveries and / or services could not be executed in time through no fault of the Supplier, either in part or at all, the Supplier shall be entitled either to withdraw from the contract in full or in part at his own discretion.
- 5.4 At the Supplier's request, the Customer shall be obliged to express within a reasonable period of time whether or not it is withdrawing from the contract due to the Supplier's delay.

## **6. Installation and Assembly**

- 6.1 If the installation, assembly and commissioning has been agreed upon, the Customer shall be obliged to ensure at his own expense and in time:
- a) all land, construction and other works, not related to the supply sector, including necessary professional and auxiliary forces, building materials and tools;
  - b) all consumables and material required for installation, assembly and commissioning, such as scaffolding, jacks, lubricants, fuels, etc.;
  - c) on-site energy and water supply, including connections, heating and lighting;
  - d) in the vicinity of the installation site for the purpose of storing parts of machinery, equipment, materials, tools, etc. of sufficiently large, suitable dry and lockable rooms, and adequate work rooms and changing rooms, including appropriate sanitary facilities, for the contractor's personnel;
  - e) protective clothing and equipment needed as a result of special conditions at the installation site.
- 6.2 In addition, the Customer is obliged to provide appropriate measures for the protection of the property and co-workers of the Supplier at the place of installation, assembly and commissioning.
- 6.3 Before the work commencement, the Customer is obliged to provide the Supplier with the necessary data on the concealed distribution of electricity, gas and water, as well as the static data and other technical data necessary for the installation.
- 6.4 Prior to the work commencement, all necessary equipment and items needed for work commencement must be located at the place of installation or assembly, and the preparatory work must be at the stage of implementation so that the contractual work can be started after the installation personnel arrive and can be completed without interruption. Access roads as well as installation and assembly points must be freely accessible.
- 6.5 If the installation, assembly and commissioning is delayed for reasons beyond the responsibility of the Supplier, then the Customer bears the costs of downtime and possible additional arrivals of the assembly personnel.
- 6.6 Upon request, the Customer is obliged to inform the Supplier of the time interval in which the work of the assembly personnel is to be carried out, as well as the deadlines for completion of installation, assembly or commissioning.

6.7 If, after the termination of the contractual work, the Contractor requires takeover upon protocol from the Customer, the Customer shall take over the work within two weeks of its termination at the latest. If this is not the case, the acceptance of the works is deemed to be carried out automatically after two weeks. Acceptance shall also be deemed to have been made in the event of commissioning after the agreed test operation.

## **7. Reservation of Title**

7.1 The delivered goods shall remain the property of the Supplier until the purchase price has been paid in full. The risk of damage to the goods passes after the delivery and receipt of the protocol.

7.2 In cases of force majeure, the Supplier may not be in delay with the delivery of the goods. In this case, the Supplier is entitled to extend the delivery times in a reasonable manner. For the purposes of this Article, force majeure means, in particular, fire, explosion, fire, snow calamity and strikes with the Supplier or his Suppliers. Section 2913 (2) of the Civil Code does not affect this provision.

## **8. Danger of Damage to Property**

8.1 Risks are transferred to the Customer by handing over the subject of delivery. If the Supplier has also taken over installation, assembly or commissioning, the risk passes to the Customer by delivering the delivery item to the installation or assembly site.

8.2 If the subject of delivery is delayed, or is not dispatched, installed, assembled or commissioned, for which the Customer is responsible, then the risks are transferred to the Customer at the moment when this would be the case if the delay did not occur.

## **9. Warranty - Defective Performance Rights - Claim**

### 9.1 Warranty Period

9.1.1 The warranty period for delivered goods is provided for 24 months (2 years) from the date of sale of the goods.

9.1.2 The warranty period for executed work is provided for 6 months after the work has been performed.

### 9.2 Material Deficiencies

9.2.1 If the goods or services have defects, the Supplier shall carry out a free repair, supply new goods, parts or services. The Customer is not entitled to refuse to accept the delivery due to non-serious deficiencies.

9.2.2 The Customer is obliged to pay the Supplier the necessary time and opportunity to perform the necessary repairs and replacement deliveries. Only in urgent cases of disruption of operational security, or in order to avoid unduly large damages, the Customer has the right to remove damages itself or through a third

party, and to demand compensation from the Supplier for the costs incurred. In this case, the Customer is obliged to notify the Supplier immediately in writing.

- 9.2.3 If there is no remedy within a reasonable period, or if the remedy is unsuccessful, the Customer shall have the right to withdraw from the contract.
- 9.2.4 If the defective performance is an insignificant breach of the contract, the Customer is entitled to a reasonable discount on the purchase price.
- 9.2.5 If the claim proves to be justified, the Contractor shall bear the costs of the repair or replacement delivery, including postage, or transportation costs.
- 9.2.6 The Customer is not entitled to the right of defective performance if the Customer knew before the acceptance of the item that the item had a defect or if the Customer himself caused the defect. The Customer is also not entitled to the right of defective performance, if it concerns a defect, which he must have discovered by paying usual attention already at the conclusion of the contract. This does not apply if the Supplier expressly assured him that the thing is free from defects or employed trickery to conceal the defect or if he assumes guarantee for a particular quality.
- 9.2.7 The rights of defective performance, as well as the right of statutory or contractual warranty, cannot be applied to the wear and tear of the goods caused by its normal use, or in the case of the use of the goods contrary to the instructions accompanying the goods, or contrary to its purpose, function or nature, installation, assembly or commissioning by the Customer or by a third party, unprofessional interventions in the goods, transport of goods, rough and careless handling of the goods, improper maintenance, use of unsuitable operating equipment, natural disaster or other external influences (e.g. power grid overvoltage, etc.)
- 9.2.8 The Customer is obliged to claim the statutory rights of defective performance as well as the rights from the guarantee in writing to the Supplier at the Supplier's registered office or by e-mail to SICK@SICK.CZ or by telephone at the Supplier's Customer Service +420 234 719 500. In case of defective goods, the Customer must submit a proof of purchase (tax document).

### 9.3 Legal Deficiencies

- 9.3.1 If using the supplied product results in a breach of industrial property rights or copyright in the given country, the Supplier shall provide the Customer with a substitute right of use at the Supplier's costs or the Supplier shall alter the supplied product in a manner acceptable for the Customer to prevent further breaches of intellectual property rights.
- 9.3.2 If the procedure set forth in 9.3.1 is not feasible under reasonable economic conditions or within a reasonable deadline, the Customer is entitled to withdraw from the contract. Under the given conditions, the Supplier also has the right to withdraw from the contract. .

9.3.3 The Supplier shall indemnify the Customer if the proceedings in which the breach of intellectual property rights was confirmed have been terminated by an enforceable decision or if the Supplier has acknowledged the breach.

9.3.4 The aforementioned Supplier's obligations apply only if

- a) the Customer informs the Supplier about the third-party claims in writing without delay, and
- b) the Customer has not acknowledged the unlawfulness of the conduct and the Supplier disposes with all means of defensive measures, and
- c) the Customer does not bear liability for the breach of intellectual property rights, and
- d) the breach of rights was not caused by the Customer's special requests or by a manner of use that the Supplier could not have foreseen, and
- e) the breach was caused by changes of the supplied product made by the Customer or the supplied product was connected with a product that was not provided by the Supplier.

## **10. Warranty Exceptions**

10.1 Data in catalogues, product descriptions, datasheets, menus, drawings and other documents relating to dimensions, quantity, colour, use, technical data and other features, in particular, availability, sensing performance, measurement accuracy, etc., contain character and guaranteed qualities of the subject of delivery, however, they do not constitute any warranties, unless expressly agreed otherwise.

10.2 In the event of non-compliance with the guaranteed qualities, the Customer is entitled to exercise the rights listed under points 9 and 11 against the Supplier.

## **11. Compensation for Damage / Injury**

11.1 The Supplier shall be liable to the Customer for any damage caused up to the value of the order.

11.2 Irrespective of the value of the order, the Supplier is liable for damage caused to the Customer due to wilful or gross negligence and for damage caused to the natural rights of the person.

## **12. Contract Modification, Contract Termination**

12.1 If unforeseen events within the meaning of point 5.3 occur that would significantly change the meaning or content of the supply or have significant impact on the operation of the Supplier, the contract, subject to the provisions of point 5.3, shall be adequately adjusted, respecting the mutual confidence. If this is not economically viable, the Supplier has the right to withdraw from the contract.

12.2 The Supplier is entitled to withhold his services, or to withdraw from the contract, if he is aware of circumstances from which it is possible to infer the Purchaser's insolvency (in Czech: *platební neschopnost*), or that for any reason he does not have the will or ability to meet his payment obligation as of maturity date.

### **13. Processing of Personal Data**

13.1 In order to execute the Purchase Agreement, the Supplier will process the necessary personal data of the Purchaser in accordance with the law, to the extent and in the manner specified in the Privacy Statement and the processing of cookies - <https://www.sick.com/cz/cs/privacy-policy/w/dataprotection/>, which is an integral part of these General Terms and Conditions.

### **14. Limitation Period**

14.1 All claims of the Customer against the Supplier shall be time-barred within 24 months, unless agreed otherwise in writing.

### **15. Export**

15.1 The Customer undertakes to comply with all applicable export and foreign trade regulations, in particular but not limited to those of their respective national law and of German law, the law of the European Union, and the law of the United States of America. All business transactions are entered into subject to the proviso that each business transaction is permitted, in terms of its content and the natural persons and entities directly or indirectly involved in it by all of the aforementioned regulations. The Customer shall, upon the request of the Supplier, provide without delay to the Supplier all documents deemed by the Supplier to be useful or necessary for obtaining licenses from authorities or for the export control checks of the Supplier. This includes but is not limited to information about the end user, the end use and the intended purpose. Where business transactions are subject to licensing, the Customer shall refrain from entering into binding delivery commitments. Furthermore, the Customer undertakes to comply with the internal export control regulations of the Supplier. In particular, the Customer agrees not to use, offer for sale or sell for use in weapons and/or weapons systems any items of the Supplier (goods, software and technology) or merchandise made available by the Supplier. If the Customer violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, the Supplier may withdraw from the contract or may terminate the contract for good cause without observing any notice period. Where business transactions are subject to licensing, the Supplier may also delay the delivery until an export license has been obtained. In such cases the Supplier shall not be liable for delayed performance or non-performance. Claims of the Supplier arising out of violations of obligations by the Customer remain unaffected.

### **16. Court Jurisdiction and Applicable Law**

16.1 The seat of the Supplier shall be the exclusive court jurisdiction for all disputes arising from the contractual relationship between the Customer and the Supplier.

16.2 The Purchase Agreement and these GTC are governed by Czech law. Rights and obligations not regulated by the Purchase Agreement or these GTC are governed by Act No. 89/2012 Coll., Civil Code, as amended („**Civil Code**“).

16.3 The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

## **17. Final Provisions**

17.1 If any provision of these Terms and Conditions is or becomes invalid or ineffective, such provision shall apply instead of invalid or ineffective provision, the meaning of which shall be as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of one provision shall not affect the validity or effectiveness of the other provisions.

17.2 Unless provided otherwise in these General Terms and Conditions or unless expressly agreed otherwise between the Parties, correspondence between the Supplier and the Purchaser shall be by e-mail. The Purchaser shall be served to the email address specified in the order or personal account. The Supplier shall be served to the e-mail address specified in clause 9.2.8 above. In the case of e-mail delivery, the message is deemed to be delivered at the moment it is received on the incoming mail server.

17.3 The Purchase Agreement is executed in the Czech language. The Purchase Agreement is archived by the Supplier in electronic form and is not accessible to third parties.

17.4 The Supplier may unilaterally change the wording of these GTC. This does not affect the rights and obligations arising during the period of effect of the previous version of the GTC.

17.5 The Contracting Parties are aware of the restrictive measures of the EU against certain persons, suspected of terrorist activities, and some states listed at [http://eeas.europa.eu/cfsp/sanctions/docs/measures\\_en.pdf](http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf) (hereinafter "**Sanctions**"). By signing the Agreement, the Parties confirm that they are not affiliated or engaged in any direct or indirect activity of any nature with any physical person, company, group or entity listed in the Sanctions. The Parties undertake to comply with Sanctions.