

## Terms & Conditions of Sale

1. GENERAL
 

Any order accepted by **Ark on Flow Systems, s.r.o.** (hereinafter called 'the Company'), is subject to the following conditions to the exclusion of all others unless expressly agreed in writing by the Company.

No substitution for the terms and conditions (even if included in or referred to in the document placing the order) shall be binding on the Company.
  2. VALIDITY
 

Quotations shall remain valid for a period of 30 days but no longer unless a further period is expressly agreed in writing. The buyers official order shall be communicated in writing.
  3. PRICES
    - a) The prices given in quotations and price lists are based on the current costs ruling at the date thereof for materials, wages, carriage, freight, insurance, taxes, statutory and all other charges whether incurred by the Company or our sub-contractors (other than import or export duties or value added tax which where applicable are not included in the prices quoted but will be charged and payable as an extra at the rate ruling at the date when the same became payable by the company). If at any time between the date of the quotation and completion of the contract any variation shall take place in these costs or charges, the contract price shall be increased accordingly by such an amount as shall represent the increase in the cost to the Company or in the amount chargeable to the Company by our sub-contractors.
    - b) Prices quoted are against quantities specified and are subject to increase for reduced quantities.
    - c) Unless otherwise stated in writing all prices are Ex Works, including standard packing, claibraiton costs. Any extra packing, certificates, carriage, freight, insurance and shipping charges will be added to the contract price at costs to the Customer.
    - d) In the case of imported equipment paid for by the Company in currency other than Czech Crowns, the price quoted is based upon the rate of exchange ruling for the relevant currency at the date of our quotation. Any variation at the time of payment by the buyer will be charged.
  4. TERMS OF PAYMENT
 

Unless otherwise agreed in writing by the Company, payment shall be made in the agreed currency without deduction of any kind whatsoever as agreed between the company and buyer. Proforma invoices are to be paid prior to dispatch of the goods. Proportionate payments shall be made for instalment deliveries. If credit terms are given by the Company and payment is not received on the due date the outstanding sum after 3 weeks will be charged at 0.05% per each day after 3 weeks from the due date on the invoice. The Buyer must always pay into the account that is on the invoice, using correct SWIFT code, BIC and SHA bank charges. Any extra charges from the bank as a result of incorrect payment details will be charged to the Buyer with the next order.

Storage charges – late collection of the goods ready for shipment – any delay in collection of goods more than 4 weeks after the Company informed the Buyer that the order is ready for shipment may result in an extra charge of 0.05% from the total value on the invoice for each day after 4 weeks / 28 days. This charge will be applied as a storage charge.
  5. SPECIFICATION AND PERFORMANCE
 

All weights, illustrations, performance figures and dimensions given in quotations, catalogues, price lists etc., are approximate only and not binding and the Company reserves the right to alter specifications or design at any time. No warranty statement or promise of any kind not confirmed in writing by the Company shall be binding.
  6. INSTALLATION
 

Unless otherwise expressly stated in the quotation prices do not include installation.
  7. WARRANTY
 

See our Reclamation Returns Warranty Conditions dated 01.07.2008
  8. DELIVERY
 

All dates quoted for dispatch are estimates only and are not guaranteed. The Company will endeavor to meet these dates but shall not be liable for any delay in dispatch or delivery or any damage or loss occasion thereby.
  9. DAMAGE AND LOSS IN TRANSIT
 

If the Company undertakes any shipping or delivery arrangements and the goods are damaged in transit or having been placed in transit are not delivered:

    - a) In the case of damage the Buyer will give written notice thereof to the Company and to the carrier the same date as delivery and, in the case of non-delivery will, if advised on the dispatch of the goods give notice thereof within 7 days or within such shorter period in each case as may be stipulated in any policy of insurance effected either by the carrier or by the Company of such advice.
    - b) The liability of the Company shall be limited to the repair or replacement within a reasonable time of the goods damaged or not delivered.
  10. CANCELLATION OF ORDER
 

If any order for non-standard products is cancelled in writing of 7 days from the date on which it was placed, the Company shall be entitled to claim as costs an amount equal to 50 % of the order and shall have the right to apply any security monies held towards the satisfaction of such claim and the Buyer shall have no claim whatsoever against the Company in connection therewith. If any order for non-standard products is cancelled in writing one week before the agreed delivery date, the Company shall be entitled to claim as costs an amount up to 100% of the order
  11. FORCE MAJEURE
 

The Company shall be under no liability to the Buyer in any way whatsoever for any delay for failure in carrying out its obligations which is caused wholly or partly by strikes or other labour disputes, fire, war, accidents, government action or any other cause beyond its control. This condition shall apply mutatis mutandis so as to afford protection and/or exoneration in favour of the Buyer where appropriate.
  12. LEGAL CONSTRUCTION
 

Any contract formed by acceptance of the Buyer's order shall be construed and governed by all respects in accordance with Czech Law and all parties submit to jurisdiction and venue in The County Court in Brno, Czech Republic.
  13. PATENTS AND TRADE MARKS
 

In any contract covered by these terms and conditions the purchaser agrees that no licence, whether granted expressly or by implication, under any Letters Patent, Registered Designs, or Trade Marks, is granted by the Company in respect of the equipment and undertakes hereby not to register any Patent, Registered Design or Trade Mark in respect of any equipment on offer by the Company.
  14. SPECIAL CONDITION APPLICABLE TO SALE OF GOODS OUTSIDE THE Czech Republic
    - a) Any order accepted by the Company for shipment outside the Czech Republic is conditional upon the Buyer ensuring that full and adequate documentation to enable the goods to enter the country of the Buyer's choice is prepared in accordance with the requirements of the country to which the goods are being dispatched.
  - b) Any expense incurred by the Buyer in raising the correct documentation must be borne by the Buyer, while liability for any loss caused by the incorrect presentation of documents which result in a loss to the Company shall be recovered from the Buyer.
15. TITLE
 

The property in the goods will be transferred to the buyer by deliver of the goods. Delivery means transferring the goods to the first transport company that collect the goods if Ex Works conditions are agreed. If other conditions are agreed then delivery means delivery to the Buyer.
  16. BUYER'S REMEDIES
    - a) The Company's entire liability and the Buyer's sole remedies in respect of any "default" shall be as set out in this Clause. "Default" shall mean any breach of the Company's obligations hereunder or liability under any guarantee by the Company hereunder or any fundamental breach or breach of a fundamental term of this Contract or any default act omission or statement of the Company its employee, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which the Company is legally liable to the Buyer. This clause shall not confer rights or remedies on the Buyer to which he would not otherwise be legally entitled.
    - b) The Company does not exclude liability for death or personal injury to the extent that it results from negligence of the Company its employees or agents.
    - c) Subject to sub-clause 16(g) the Company does not exclude liability for direct physical damage to the tangible property of the Buyer to the extent that it is caused by the negligence of the Company its employees or agents.
    - d) Subject to Clause 16(g) the Buyer's remedies whether in Contract or in tort (including negligence) against the Company for any default shall be limited to damages. Such damages shall be subject to the limitations by amount and type specified in this Clause.
    - e) The total liability of the Company to the Buyer (over and above the liability to replace under Clause 16(g) or of any sub-contractor) shall be limited in respect of any defect or event (and a series of accidents arising out of the same defect or event) shall constitute one defect or event) to the sum of 50,000 Czech Crowns or the value of the goods sold or services or advice rendered whichever is the greater unless another sum be agreed in writing. The monetary limit set out above shall not apply to any liability on the part of the Company referred to in sub-clauses 16(b) and 16(c).
    - f) Except as provided in sub-clause 16(b) in no event shall the Company be liable for the following loss or damage howsoever caused and even if foreseeable by or in the contemplation of the Company.
      1. Economic loss which shall include loss of profits business revenue goodwill and anticipated savings.
      2. Damages in respect of special indirect or consequential loss or damage (other than direct physical damage to tangible property caused by the negligence of the Company or its employees).
      3. Any claim made against the Buyer by any other party.
    - g) Except in respect of the liability of the Company referred to in sub-clause 16(b) no action (whether in Contract or tort including negligence and regardless of form including arbitration proceedings) arising out of the Contract or in connection with the goods supplied or services or advice rendered hereunder, may be brought by either party more than three months after the party concerned becomes aware or should reasonably have become aware of the facts constituting the cause of action.
    - h) The Buyer agrees that it is fair and reasonable for the Company to limit its liability under these conditions and accordingly the Buyer agrees that except as expressly set forth in these conditions all conditions or warranties express or implied statutory or otherwise (including but not limited to any concerning the fitness of any work or materials for a particular purpose) are hereby excluded. The Company shall not be liable for any loss or damage caused by the Buyer's failure to fulfill his responsibilities under these conditions.
    - i) In this clause the work word "sub-contractor" includes all persons instructed by the Company to do work render services afford accommodation or supply goods and for the purpose of this clause only the Company contracts on behalf of such persons as well as itself and the Buyer (where not the owner) contracts on behalf of the owner as well as itself to the intent that this clause shall bind such owner and accrue to the benefit of the sub-contractor to the extent specified.
    - j) The parties agree that should any limitation or provision contained in this clause be held invalid under any applicable statute or rule of law and if the Company thereby becomes liable to loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out above.
  17. LIABILITY
 

Goods are sold and services or advice rendered in connection therewith upon terms that neither the Company nor their servants or agents shall be liable on any basis whatsoever and for any reason whatsoever for any loss damage or other events suffered by the Buyer or any other person arising out of the performance of this Contract or otherwise for any reason whatsoever and for the purpose of this Clause the Company contracts on their own behalf of and as trustees for their servants or agents.

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