

## CONDITIONS OF TRADING

### PREMISE

IGM Bohemia products are the result of technological innovation achieved through continuous research applied on a vast scale. Drawings, technical data, photos of the products and packaging are supplied for the sole purpose of informing the customer and are not binding in any manner. IGM Bohemia may undertake, when necessary, modifications and improvements without applying these innovations to the parts already supplied. The operational tolerance conform to technical standards that are acceptable for this range of tools.

### ACCEPTANCE OF THE CONTRACT

The following terms and conditions apply to all quotations, sales and other agreements. Submission of an order by a customer is deemed to constitute acknowledgement of our terms and conditions relating to sale, delivery and payment. Conflicting terms and conditions on the part of the customer to which we have not agreed in writing are not binding on us. Orders are regarded as accepted once they have been confirmed by us in writing. If individual points set out in these General Terms and Conditions are replaced by other agreements, the remaining points will still be binding. All other cases not contained within these conditions will fall under the Czech Civil Code.

### PRICES

Provided that no special prices have been determined, our listed prices plus legally required taxes as the time of delivery are valid. The listed prices are gross and are intended to be „ex-works“.

Changes or special wishes after order confirmation will be charged separately. If not mentioned differently, all offers are valid 2 weeks after date of issue of the quotation. For orders received at a later date and/or repeat orders continuous prices can not be claimed.

### CANCELLATION AND RETURN OF GOODS

Orders may only be cancelled or goods returned with our written agreement. Costs resulted up to the time of an accepted cancellation or costs incurred by already manufactured or supplied goods to be paid by the customer. Custom-made tools and profiles can not be returned.

### EXECUTION OF ORDERS

Standard products will be shipped in quantities receipt of the order.

We receive the right to change ordered quantities for production or packaging reasons. In the case of large quantities of custom-made products in particular, the quantity delivered may be larger or smaller than ordered. Due to constant further development of our products, we reserve the right to changes in design and/or from the catalogue description.

### DELIVERY

Delivery dates in the order confirmation are given as an indication of the estimated delivery time. They have to be considered as reliable only in case of normal operating conditions, and there shall be no liability on the part of the Seller for any failure to deliver due to causes beyond the Seller's control.

IGM Bohemia will also not be able to accept any cancellation of existing order which were not delivered in time due to external impediments.

Standard products will be shipped within five working days from receipt of the order.

### SHIPPING AND HANDLING

The packing of our products will be charged on the final invoice, while shipping is „ex-works“ from our factory at Tuchoměřice. All products supplied by IGM Bohemia travel at the customer's own risk. The customer, for his part, will have to check the goods at the moment of receipt and, in case any anomaly or damage is found, he will have to apply for a refund to be addressed to the forwarder.

### CONDITIONS OF PAYMENT

Bank and discount charges are on behalf of the purchaser.

Deferred methods of payment will have to be previously agreed with the Seller. In this case, if one or more instalments are not paid, the agreement will automatically expire. A delay in payment, even partial, will automatically incur interest in the amount of an extra 5% to be charged to the customer's account.

In the purchaser fails to fulfil his payment obligations, we are entitled to withhold any outstanding deliveries. We are also entitled to ask for prepayment, if circumstances come to our notice after conclusion of the contract that might prevent prompt payment. Our written agreement is required for partial payment in instalments.

### WARRANTY

All professional tools by IGM Bohemia are manufactured according to high standards of technology and are therefore warranted against any possible defect. This warranty does not cover damage or tampering which can be ascribed to inappropriate use. It is also not applicable for tools that have been re-sharpened. This warranty does not cover the possible injuries resulting from inappropriate use of defective tools.

IGM Bohemia will repair or replace any goods which the buyer shall prove to have been defective in material or workmanship upon analysis by its technical department. Any complaint must be communicated within fifteen days from receipt of the goods together with a written form in which the customer provides a detailed description of the defect. Any return of tools will only be accepted upon authorisation by IGM Bohemia and the freight will be at the customer's own expense.

### COPYRIGHT

All illustrations, drawings, catalogues and other documents, both in printed and in digital form, are subject to copyright and may not be commercially used, duplicated, copied or passed on the third parties without our express consent.

### PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

The place of performance is the location of the company's headquarters, currently in CZ-25267 Tuchoměřice.

The exclusive place of jurisdiction for any disputes arising from delivery contracts, including indirectly associated disputes such as procedural provisions for the protection of property rights, is the location of the company's headquarters, currently CZ-25267 Prague. The supplier also has the right to sue the customer at his place of business or place of residence.

All rights are reserved in accordance with Czech law and with international agreements.