

1. Introduction - key terms

All contractual relationships are concluded in accordance to the rule of law of the Czech Republic. These terms and conditions regulate rights and responsibilities on the basis of the purchase agreement, or in connection with it between the seller IGM nástroje a stroje s.r.o., residing in V Kněžvíce 201, Tuchoměřice Praha-západ, registered in Czech Republic at the Municipal court in Prague with the number C 50931, company registration No. 25114727, further referred to as „seller“ on one side and the buyer on the other. These terms and conditions regulate different rights and responsibilities for the buyers, which conduct business with the seller as consumers (further referred to as „consumer buyer“) and differently for the individual and for a legal entity with accordance to the Trade Act or another special law or state and public entities and organizations (further referred to as “commercial buyer”), which deal with the seller in accordance to a business activity or within independence of their trade, when different terms and conditions of both of the buyers are created and differentiated below as the terms and conditions of the “consumer buyer” and the “commercial buyer”. If these conditions regulate some of the terms jointly and similarly for both the consumer buyer and the commercial buyer, the commercial buyer and the consumer buyer are then jointly referred to as “buyer”. The purchased item being the goods stated in the purchase contract (further referred to as “goods”).

These terms and conditions exclude the use of all other standard policy conditions, that may have been mentioned or referred to in any announcements or previous dealings of the parties to a contract. In a case of any difference between these Terms and conditions and a Contract, the assessments of the contract are the deciding factor.

2. The Purchase order and the acceptance of the contract

The buyer can order goods and enter into the contract personally in the customer center, via a telephone, email or through the internet shop. The buyer can edit or change all orders placed within the internet shop at will before submitting them, through their profile on the website of the seller.

The contract is entered into when the buyer places the order and the seller accepts it. The order is considered accepted either by handing over an order confirmation in the customer center or by the sending of an order confirmation, which is sent immediately by the seller to the e-mail address of the buyer and is simultaneously stored in the database of the seller. The order confirmation is a contract and can only be changed or canceled on the basis of a mutual agreement of both parties or on the basis of legitimate reasons. The contract is archived and is available to the buyer when asked for or, it is available in the profile of the buyer when ordering via the seller's website.

In a case of a change in an order, that has already been confirmed by the seller, the changed order is binding for both parties when the confirmation of the change is confirmed by the seller. The seller does not have to accept the change of the order in a situation when the goods have already been transferred for transport, or have already been altered to suit the needs of the buyer or when they are custom made for the buyer. In a case of a complete cancellation of the already seller confirmed order by a commercial buyer, and that even after a previously mentioned reasonable non-acceptance of the change of a binding order by the seller, the seller can demand compensation in regards to stipulated damages of up to 15% of the price of the goods, the percentage depending on the state of the order processing. By paying the stipulated damages by the buyer, the right of the seller for compensation for other potential damage remains.

The buyer is obliged to enclose any necessary details needed for fulfillment of the order (like the means of delivery, the buyer's information according to his ID or to a statement from a public register, mailing address, billing information). The commercial buyer is obliged to provide the seller with business ID and VAT ID, in a case they are a VAT payer.

When exporting out of Czech Republic into another states in the EU, the commercial buyer, registered to pay their VAT and in the Intrastat system, can ask the seller, in a written form, for a possibility of deliveries with a 0% of VAT. The seller can confirm the order with a 0% VAT for a foreign commercial buyer, after a positive verification of the registration number.

To do business or to close purchase agreements by the means of distance communication is allowed only for individuals, which are eligible for these legal acts. Minors are allowed to enclose purchase agreements only in the scope of their eligibility. A purchase agreement of a higher value, can only be enclosed for the minor by their legal representative. The costs for usage of distance communications (phone, internet etc.) for order completion are above normal and depend on the telephone or data tariff used by the buyer. The seller reserves the right to address customers in marketing surveys.

By submitting an order, the buyer confirms that he is familiar with these terms and conditions, including warranty conditions, and that they agree with them. These business terms and regulations are visibly placed on the seller's web www.igm.cz and on its language varieties. These conditions are an integral part of the contract.

The seller reserves the right to refuse an order or its parts before closing a purchase agreement in these situations: depletion of inventory, the goods are no longer being made or delivered or the price of the supplier of the goods has significantly increased, erroneously listed price, or the buyer's payment is delayed. In

a case the buyer has already paid a part or the full price for the product, this amount will be transferred back to his account or address. Gifts that are completely free of charge, are not subject to the purchase agreement.

3. Price lists and prices of goods

Unless explicitly stated otherwise, the prices of the offered goods are stated without the value added tax, with the value added tax and do not include shipping.

The basic catalogue prices are listed in the catalogue. These are retail prices unless they are marked in red with an (A) symbol as specially discounted prices and are valid for the period of validity of the catalogue or while stocks last. The catalogue is valid for approximately one year. Quarterly offer of specially discounted products is listed in a mini-catalogue of special offers and novelties and these prices are valid for the duration of validity of the mini-catalogue. The seller reserves the right to categorize the buyers, who register with the seller as registered customers. The seller can offer additional discounts on above mentioned prices to these buyers.

When ordering via the internet, the price in the time of the order is the valid price. When ordering according to the catalogue, flier or an add (further referred to as “catalogue”) the valid price is the one listed there, or the price according to an enclosed offer or price list, these terms last until a new edition of a catalogue is issued or until the expiration of the offer or may depend on the text in the catalogue. When ordering via telephone, the price listed by the operator is the valid price. In case of doubt, the price on the internet is in accordance with the current offer.

The seller reserves the right to a one-sided modification of the prices in a case of a rise in costs resulting from circumstances beyond the seller's control, which have arisen in the period after the publication of the price (Tax increases, change in exchange rate, significant changes in supply conditions for manufacturers and other suppliers of goods, printing error of a price, etc.) and that through an announcement on the internet, and if a purchase agreement has already been enclosed, then based on a one-sided written notice to the buyer. In the event that the buyer will not agree with the price increase, they are entitled to withdraw from the contract.

If the price of goods is not known when closing the purchase agreement, it may be determined by agreement of both parties later on, in which case the buyer has an obligation to within 2 days from the demonstrable announcement of the Purchase price by the seller inform the seller, if they accept the price or not. In case the buyer does not tell the seller whether they accept the price or not, it will be deemed as a disagreement with the price and the offer of the seller, in this case the seller is allowed to cancel the order without any sanctions for both parties.

Unless stated otherwise, all offers are valid for two weeks from release or until stocks lasts. For orders at a later date and / or repeat orders the buyer cannot ask for previously stated prices.

4. Terms of delivery

The goods, the seller has available in stock, are usually delivered to the customer centers of the seller on the second business day after confirmation by the seller. The goods, not in stock, are considered as goods on order and the seller sets the date of delivery themselves. The goods are reserved and usually delivered to up to 4 weeks from an order confirmation by the seller. If the goods are not delivered in this time range, the buyer will be informed of the new additional delivery date. The delivery date listed in the offer or contract is purely informative and the seller is not responsible for any damages that may arise in an event of a delayed delivery against the estimated delivery date.

The Means of delivery depend on the buyer as they choose the means of delivery when placing an order. If the means of delivery are not stated by the buyer, the seller picks the suitable means of delivery themselves. The goods, depending on their nature can be delivered by parcel or pallet transport service to the buyer, or the buyer can simply pick up the goods personally in one of the seller's customer centers. The current prices for delivery by parcel or pallet transport services are listed in the section Delivery / “Delivery and Payment” on the website of the seller.

If the buyer decides to pick up the goods personally, they can ask for the goods to be demonstrated. The acceptance of goods personally in a Customer center must be confirmed in writing at all times, as well as it has to be stated whether the goods were demonstrated to the buyer or not.

The shipment by goods delivery services are carried out only on weekdays. In the case of an order being placed on Saturday, Sunday, or a state holiday, the goods will be sent the first following working day. The goods delivered by a delivery service are always securely packaged in a way that prevents any damage to the goods, also the packaging used does not necessarily have to correspond with the goods delivered. Goods supplied are always identified by a label on the side, which informs the buyer of the seller as a sender.

The buyer is entitled to refuse to accept the delivered goods which are clearly damaged or have a corrupted packaging in a way that it raises a reasonable belief that the goods have been damaged (also applies to cases when it is visible that the package has been exposed to weather of water).

If the buyer still wants to accept the goods, because not always does appearance of the package has to have an impact on the goods inside, he can do so, but has to draw up a protocol of

shipment damage or has to document the defect appropriately. If the buyer should, after delivery and unpacking, find out about damage caused by transport, then it is necessary to notify the seller without delay (the commercial buyer within 24 hours, the consumer buyer preferably within 24 hours, or three working days at latest), the seller will then inform the buyer about the next steps and a settlement of claim with the carrier.

If the buyer fails to take over the goods on time or refuses to accept the goods and when the buyer expressly or silently refuses to accept the goods after setting an additional time of acceptance for other than legitimate reasons, the seller can withdraw from the contract and claim damages. The same applies for a delayed settlement of the final amount that was agreed upon.

In case the ordered goods are not taken within 14 days of a warning by a relevant customer center (by an e-mail or a text message), the order is considered canceled.

The right of ownership to the packaging passes to the buyer immediately upon delivery and acceptance of the goods, and with it all the obligations set by the law concerning packaging.

When the commercial buyer fails to take over the goods, either in the customer center or from a delivery service, they automatically carry all dangers of damage, loss or destruction of property, for the time of the delay. The commercial buyer is obliged to inspect the goods as soon as possible after receiving them, the latest within 24 hours except the case, when the goods were demonstrated in the customer center and to present any potential damages to the goods in a customer center within 24 hours from receiving of the goods. The following procedure is recommended to the consumer buyer in order to prevent any potential problems connected to a later complaint about the state of delivered goods. The seller has a responsibility towards the consumer that the goods are, at the moment of acceptance, in accordance with the contract.

The delivery of goods is completed when dispatched towards the commercial buyer, i.e. it is completed in the moment, the goods are handed over from the seller to the first carrier for transportation to the commercial buyer (the moment of delivery). When sending goods via a delivery service to the consumer buyer, the goods is delivered with its acceptance from the carrier. In those cases, when the seller chooses to transport the goods at their own expense, the delivery is completed at the moment of its acceptance by the buyer in their agreed destination. In case of a personal acceptance of the goods, the goods are considered delivered, when they're available for the buyer in the seller's customer center. If a deadline for acceptance is set, the delivery is carried out on the last day of the agreed deadline, if not taken by the buyer earlier.

Risk of damage to the goods and any related third party liability is transferred to the buyer at the time of delivery.

The buyer acquires ownership of the goods upon full payment of the Purchase price or at the moment of delivery of the goods (at the moment, which occurs later). If the goods are still owned by the seller and the buyer fails to fulfill the agreement, then the seller can re-take possession of the goods. Until the ownership is transferred to the buyer, the buyer is obliged to take care of the goods that have been delivered to him on their own expense, as if they were the storage handlers and are not allowed to manipulate with it in any way nor are they allowed to use it or to interfere with it. The same applies to a situation, when the seller for any reason whatsoever becomes an owner of the buyer's goods.

5. Terms of payment

The Purchase price for delivered goods may be paid as preferred by the buyer, either in cash or with a credit card when taking over the goods in the customer center of the seller, or by cash on delivery or with a credit card (may differ by country) when the goods are delivered by a carrier service, or a bank transfer in advance on the basis of a pro-forma invoice, issued by the seller upon a request from the buyer. Other payment terms can be agreed upon individually and only in a written form. Current fees for various payment options are listed in the section Delivery/“Delivery and payment” on the website of the seller.

When paying via bank transfer, the Purchase price is paid only when the full Purchase price (event. Part of a price for an individual part of the delivery) is delivered to the seller's bank account.

The seller is entitled to demand any late charges from the consumer buyer at a prime interest rate set by the Czech National Bank increased by 8 percentage points and against a commercial buyer in a form of 1,5% from owed amount for every month the buyer is late. If partial claims are not paid back, or there is a motion to initiate insolvency proceedings towards the assets of the buyer, the seller is authorized, with an immediate effect, to declare all unpaid debts as payable. If a commercial buyer owes a payment for several invoices or partial claims, the seller can specify, that the payment will be first credited to a senior debt.

An administrative fee of 10.00 Eur without VAT (12.10 Eur incl. VAT) may be charged for each overdue notice for foreign buyers. In the case of the solution through legal ways and administrative fee of 500.00 Eur without VAT (605.00 Eur inc.VAT) will be charged.

If the buyer orders a goods that is produced as desired by the customer, a nonstandard quantity of goods (different for each product according to its nature) or goods that the seller does not

have in stock, the seller can ask the buyer for a deposit payment at an agreed amount, even though the seller's e-shop made it possible for the buyer to pay on delivery or by a credit card. In that case, the buyer has the right to rescind the contract.

In case the buyer paid a deposit on the Purchase price of goods supplied on order, the deposit is non-refundable. The buyer is allowed to demand the deposit only in the event of a withdrawal by the buyer on the basis of force majeure or exclusively because of the seller.

In case of a delay the seller is entitled to a compensation for any reasonable costs aimed to recover an owed amount by the buyer. In case the goods are returned, the seller is entitled to bind the refund of Purchase price onto an approval of tax credit by the commercial buyer.

6. Liability for defects and warranty

The buyer must immediately inspect and check the goods without unnecessary delay and in writing claim any defects to the seller of goods and must also stop using the goods.

The seller will in case of defects satisfy the demands of the commercial buyer according to the seller's choice, either by performing a repair, by exchange of the goods (or its faulty part) or by a discount. Any goods returned to the seller, impossible to repair, become the property of the seller. Claims for compensation are excluded.

The Consumer buyer will notify the seller of his chosen right when notifying of a defect or without delay after notification of the defect. The seller is however entitled to refuse the chosen type of reimbursement, only if it presents the seller with unreasonable costs and/or a different kind of reimbursement is available without substantial harm to the buyer. The consumer buyer cannot change the chosen reimbursement without the agreement of the seller; this does not apply a situation, when a buyer is requesting a repair of a malfunction, that cannot be repaired. If the seller fails to repair the malfunctions in a reasonable period or should he inform the buyer that they will not repair the malfunction, the buyer is then eligible to ask for a reasonable discount from the purchasing price instead of the repair, or they can withdraw from the contract. Upon delivery of a new thing, the buyer will return the previous thing on his own expense to the seller.

Should the consumer buyer apply the right of faulty performance, the seller will confirm this in a written form, where will be stated: the date of the application, as well as the duration of the repair and the details of it. Should the buyer not inform of the malfunction on time, they lose the right to withdraw from the contract.

The buyer has to provide the seller with reasonable time to repair any malfunctions; otherwise claims for any defects expire. If it's not possible, within the period for malfunction removal, set reasonably in all circumstances, to produce any kind of remedy, the buyer can withdraw from the contract or can ask for a discount of the Purchase price. The buyer is not allowed to withdraw from the contract, in a case of only minor defects.

Transportation costs and other costs for replacement or refund of goods apply to the buyer. It is expressly agreed, that in case of a defect of a thing, the buyer is not allowed to ask for compensation for transportation costs of goods to and from the seller. The seller is also not responsible for the buyer's lost profits, or for any indirect losses due to the defects of the goods.

The seller offers a statutory warranty - liability for defects to the consumer buyer for the period of 24 months and for the commercial buyer for the period of 6 months from the date of issuance of the sales receipt, in a one-shift service. Beyond the scope of liability for defects, the seller also provides the commercial buyer with an optional additional guarantee of up to 24 months from the date of issuance of the receipt. The conditions of warranty and guarantee are listed in the "Warranty conditions".

The buyer is obliged to strictly adhere to the operating instructions supplied with the goods. In the event of non-compliance with the manual a responsibility of the seller is non-existent. The agreed properties of the goods or services, which the seller is obliged to ensure, stem solely from contractual agreements with the commercial buyer, not from praise of the subject of the purchase, a commercial, fliers etc. The commercial buyer does not receive guarantees in a legal sense. In a case of an unauthorized application of right for defects claim, the commercial buyer is obliged to cover all costs that may have arisen for the seller by this unauthorized claim, including the costs for the work of technicians of the seller in an amount similar to that of services according to the price list of the seller.

7. Seller's claim for compensation for use

Should the seller withdraw from the contract for a reason on the side of the consumer buyer, the consumer buyer is in addition to reimbursement for the cost of returning the goods to the seller also obliged to provide a compensation for the use of the goods determined by its wear. Compensation for use is in the amount of 0.5% of the Purchase price for each calendar day from the delivery of goods to the consumer buyer to acceptance of the goods by the seller.

Should the commercial buyer return the item due to resignation or defaults, the seller is entitled to a compensation for the up to now use of the item, as well as the costs of returning it to

its previous condition. The technical and optical condition of the item will be taken into account when calculating the claim for compensation. The payment for use is not less than 30% of the net Purchase price, and also 4% of the total price for each initiated calendar month.

8. Limitation of Liability

Responsibility of legal representatives, authorized persons and employees of the seller to the buyer is except of cases of bad intent or gross negligence excluded. It is agreed, that in a case of damages as a result of the seller's negotiations, there is no liability on the side of the seller, until the price of an item has been completely settled. Should a liability arise, it will be furthermore limited by the price of the subject of the contract. The seller is not responsible for any damage done to the buyer as a result of delays ad loss of profits of the commercial buyer, nor for any other indirect damages to the buyer.

9. Reservation of ownership

The goods remain in the ownership of the seller until a full payment of the purchase including all related receivables have been settled.

In the case of another sale, the buyer will before completion of the purchase settle any due receivables they might have towards the seller. The buyer shall notify the seller in writing to confirm the assignment of claims.

In the case of a third party intervention, especially when the subject of purchase is sequestered, the commercial buyer is obliged to immediately notify the seller and simultaneously notify the third party of the seller's reservation of ownership. The commercial buyer settles all costs that have to be expended on cancellation of the subject's seizure and its re-obtain. While the reservation of ownership lasts, the sale, seizure, transfer of ownership, lease, or other dealings with the subject of purchase damaging the seller, are possible for the commercial buyer only with a previously written consent of the seller. In case of a breach of the obligations by the buyer referred to in this paragraph, the seller has the right to withdraw from the contract. During the period of reservation of ownership, the buyer is entitled to hold and use the goods.

10. Withdrawal from contract

The seller is allowed to withdraw from the contract if the delivery of goods becomes impossible, also in case the seller, after an order confirmation, discovers, in a credible way, certain facts that may lead them to believe that goods offered do not meet the legal conditions for their sale on the market or do not meet proper safety requirements, or the goods that the seller has available start showing proof of defect not caused by the seller, when the seller is not able to deliver the goods in its minimal regular quality.

Regardless of other statutory and contractual reasons, the seller is entitled to withdraw from the contract if: the buyer provided the seller with incorrect information about their creditworthiness, stops their payments or partial payments, insolvency meetings have been commenced against the buyer, or economic conditions deteriorate so much, that it is unreasonable to ask the seller to be bound by the contract.

Withdrawal from contract – consumer buyer:

Should the consumer buyer make a contract via a website, outside of premises of the seller, they are allowed regardless of any other statutory and contractual reasons to withdraw from the contract without giving a reason within fourteen days of the delivery of goods. The buyer can use a template to realize their right to withdraw from the contract, the template is available for download on the seller's website. There are other instructions informing the buyer of their rights of withdrawal. After completing and sending the form of withdrawal, it will be confirmed by the seller without any unnecessary delays.

After the withdrawal, the consumer buyer will, without delays, send or hand over delivered goods, the latest within fourteen days from the date of withdrawal proposal. The buyer covers any costs connected to the returning of the goods when applying for their withdrawal rights. If the goods delivered, do not correspond with the goods ordered, the costs for the return of goods are covered by the seller.

Should the consumer buyer withdraw from the contract because of a reason on the seller's part, the seller will, without unnecessary delay, return all funds with shipping costs included, that they have received previously on account of the contract, in the same way. The seller is not obliged to return the funds to the buyer, until the goods are delivered back to the seller or there's has already been provided a proof of them being shipped by the consumer buyer.

Withdrawal from contract – commercial buyer:

Delay of delivery on the seller's part is considered an irrelevant breach of contract. However, should the seller fail to deliver the goods even in a new period that was agreed upon, then the commercial buyer is entitled to withdraw from the contract, this withdrawal has to be in writing and must be delivered to the seller.

The commercial buyer is not authorized to withdraw from the contract for the reason of delay on the part of the seller, if they have received a message informing them that the fulfillment of obligations, has already been sent to their address. In case the goods are delivered in a packaging, that has been destroyed by the commercial buyer, and the goods can no longer be sold as

new, the seller is entitled to a compensation for the devaluation of goods where the amount of impairment is determined as the difference between the Purchase price at which the goods were sold at and the Purchase price at which goods may be sold as used.

There is no right of withdrawal when goods that have been manufactured according to the buyer's specifications are concerned, or when goods are impossible to send back. To specify the term "according to the buyer's specifications", those are goods delivered to the customer, not mentioned in the catalogue or are marked with an "S" in it.

11. The Competent court and law applicable

The contractual parts agree on the exclusive jurisdiction of Czech courts. The legal relationship between the parties is governed by the Czech law. The buyer is not allowed to unilaterally offset any rights against the receivable of the seller. The rights and obligations of the parties not expressly created by this contract, or these terms and conditions shall be governed by the Czech law. Using the UN Convention on the International Sale of Goods (CISG) is excluded.

The commercial buyer is not allowed to assign any rights and claims of the contract under any third party without a previous written consent of the seller.

12. Complaints and final provisions

The seller handles customer complaints on the e-mail address sales@igmtools.com. The information about the complaint handling will be sent to the buyer's e-mail address.

The out of court settlement of consumer disputes arising from the purchase agreement can be settled by the Czech Trade Inspection, headquarters at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <http://www.coi.cz>.

The disputes between the buyer and seller from the purchase agreement can be settled online at <http://ec.europa.eu/consumers/odr>

European Consumer Center Czech Republic, based at Štěpánská 567/15, 120 00 Praha 2, Internet address: <http://www.evropskypotrebitel.cz> is the focal point according to the European Parliament and Council Regulation (EU) no. 524/2013 dated 21st of May 2013 on resolution of consumer disputes online and amending regulation (EC) no. 2006/2004 and Directive 2009/22 / EC (Regulation on consumer ODR online).

The seller is entitled to sell goods on the bases of a trade certificate. The Trade Licensing office carries out a competent trade inspection. The Office for Personal Data Protection supervises privacy and personal information. The Czech Trade inspectorate carries in a specific range among other things the supervision over compliance with Act no. 634/1992 Coll., on consumer protection, as amended.

The buyer agrees that the data obtained by the seller in connection with the contractual relationship, i.e. Information specified in the order, may be used for marketing and business purposes and that way to make them accessible to third parties cooperating with the seller on marketing operations, all this while respecting valid regulations, especially the Act no. 101/2000 Coll. on privacy. The buyer's consent can be withdrawn at any time by a specific written declaration sent to the seller. Details regarding this issue are listed on the website of the seller.

The contract is concluded in the Czech language and in the languages of the seller's e-shop. All translations into foreign languages are purely informative and in a case of inconsistencies between the Czech version and the translated one, the text of the Czech language is prioritized except amount and currency of administration fees.

13. Other provisions

Amendments and additions to these Terms and Conditions must be in a written form to be effective. The requirement of a written form may also be waived only in writing.

The seller is entitled to transfer all rights and obligation, including those arising from these Terms and conditions, onto an authorized dealer thus opting out of these obligations. In accordance with this change, the place of any operation shifts to the residency of the authorized dealer.

The invalidity or ineffectiveness of individual provisions does not cause inefficiency or validity of the remaining provisions

The buyer expressly declares that they are thoroughly acquainted with these General Terms and Conditions and Warranty Conditions and that they fully understand them.

These Terms and Conditions come into effect on the 16th of August 2016 and fully cancel the preceding Terms and Conditions.

IGM nástroje a stroje s.r.o.
V Kněživce 201
CZ-25267 Tučoměřice, Czech Republic
Ph: +420 220 950 910
E: sales@igmtools.com