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MAPAL C&S s.r.o.

GENERAL COMMERCIAL TERMS AND CONDITIONS of commercial company MAPAL C&S s.r.o.

1. Introductory Provisions

- 1.1. **MAPAL C&S s.r.o.**^[Ltd], with its registered seat at Bezděčín 126, 293 01 Mladá Boleslav, Czech Republic, ID No (IČO): 26734711, Tax ID No (DIČ): CZ26734711, a commercial company incorporated in the Commercial Register of Municipal Court in Prague, Section C, Inset 90406 (hereafter referred to only as “**Company**” or as “**Supplier**”), focuses in its business activities on the manufacture of precision drilling tools, boring tools, reamers, polycrystalline diamond milling and circular tools, polycrystalline diamond and cemented carbide drill bits, special tools with ISO elements, controlled tools, clamping devices (hereafter referred to only as “**Products**”) and on rendering the services of repairing and regrinding machining tools (hereafter referred to only as “**Tools To Be Serviced**”) which it delivers to its Clients pursuant to these General Commercial Terms and Conditions and applicable legislative regulations of the Czech Republic.
- 1.2. The subject of the deliveries made pursuant to these General Commercial Terms and Conditions (hereafter referred to only as “**GCT&C**”) are the above defined Products and services – repairing and regrinding Clients’ Tools To Be Serviced (hereafter referred to only as “**Services**”). A Client can be an individual-entrepreneur or a legal entity.
- 1.3. This GCT&C is an integral part of an Agreement to Supply Products or Agreement to Repair or Regrind Tools To Be Serviced (hereafter referred to only as “**Agreement**”), concluded pursuant to the provisions of Act No. 89/2012, the Civil Code in its current version, between the Supplier and the Client. If any provision in the Agreement differs from that in the GCT&C, the provision in the Agreement shall prevail. If any issue is not taken care of either in the Agreement or in the GCT&C, the provisions of the Civil Code shall reasonably apply.

2. Order

- 2.1. The Supplier shall deliver to Clients the Products listed in the Supplier’s catalogue (hereafter referred to only as “**Catalogue Products**”), and customised products of special parameters, custom-made made according to the Client’s specification (hereafter referred to only as “**Special Products**”).
- 2.2. Furthermore, the Supplier may also render the services of repairing and regrinding the Tools To Be Serviced, based on an individual arrangement with the Client.
- 2.3. The Special Products shall be made by the Supplier according to a technological design prepared by the Supplier and approved by the Client (hereafter referred to only as “**Drawing**”). Based on the approved Drawing, the Supplier shall draft an individual proposal for the Special Product and submit it to the Client. Should during the production process a technical amendment be made to the Special Product and the technical design agreed upon with the Client (requiring additional works, using components of a different value, etc.), the final price of the Special Product can be either increased or reduced. The Client acknowledges that a difference of up to 10% of the approved price of the Special Product will not require an additional approval, and that the Client undertakes to pay these extra costs.
- 2.4. Catalogue Products, Special Products and the repairing or regrinding the Tools To Be Serviced by the Supplier shall be ordered by the Client by placing a binding order and sending it to the Supplier’s contact e-mail address orders.cz@mapal.com, based on the Supplier’s price lists or on the Supplier’s individual proposal for a concrete Catalogue Product, Special Product or Tool To Be Serviced.





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- 2.5. The Client shall include in the order, besides their identification data, also a description of the Catalogue Product / description of the Special Product parameters / description of the Tool To Be Serviced, its serial number, type, the date of manufacture and the manufacturer, and where applicable also a specific requirement on this type of Tool To Be Serviced, alternatively a description of the defect required to be repaired, or a requirement for an overall or partial repair of the Tool To Be Serviced.
- 2.6. The Supplier shall confirm that they have received the Client's order within 3 working days after the day of having received the order, to the above stated e-mail address.
- 2.7. The Agreement for the delivery of a Product or for repairing or regrinding a Tool To Be Serviced, shall be deemed concluded upon the confirmation of the order by the Supplier, or by a factual execution.
- 2.8. The Client which has concluded with the Supplier an Agreement the subject of which is repairing or regrinding a Tool To Be Serviced, shall send the Tool To Be Serviced at own cost by postal service or by courier service or through the Supplier's sales representative, to the Supplier's service centre at the following address:

Bezděčín 126, 293 01 Mladá Boleslav, Czech Republic.

3. Delivery of Catalogue Products and Special Products

- 3.1. The Supplier shall deliver Catalogue Products or Special Products, properly packaged, to the delivery address provided for this purpose by the Client, by the agreed delivery date stated in the order confirmation or in the price proposal, at the Supplier's cost by postal service or by courier service or through the Supplier's sales representative, unless arranged by the Parties otherwise. The Supplier reserves the right to extend the delivery date due to the current production capacity situation and the production facility's workload.
- 3.2. Deliveries of Catalogue Products and Tools To Be Serviced shall be made according to the current INCOTERMS (2020), the ExWorks clause, unless arranged with the Client otherwise. The cost of international transport and the cost of customs clearance of the Products being delivered, where applicable, shall be paid for by the Client.
- 3.3. If the subject of the order is Special Products, the Supplier reserves the right to deliver these Products either in a smaller or in a larger quantity than specified in the original order, with the maximum difference in the quantity of the Special Products actually delivered to the Client not exceeding 10%. The Client shall accept such delivery and pay the price of the quantity of the Special Products actually delivered.

4. Repairing and Regrinding Services Rendered by the Supplier

- 4.1. After having received a Tool To Be Serviced defined in Clause 2.8 of this GCT&C, the Supplier shall inspect it and determine the extent of the works required to execute the order.
- 4.2. If the Tool To Be Serviced includes also other defects than those stated in the Client's order, and/or if due to the Tool's extensive wear and tear a repair is not possible, the Supplier shall notify the Client accordingly forthwith by e-mail. In this case the Supplier will be entitled to have any purposefully incurred costs reimbursed.
- 4.3. If the Supplier determines that more extensive repairs of the Tool To Be Serviced are required which will lead to additional costs, they shall notify the Client accordingly and ask for Client's acceptance to increase the costs of the Service. If the Client fails to accept the change in the price within 14 days, the Supplier will have the right to withdraw from the Agreement and send the Tool To Be Serviced back to the Client at Client's cost by postal service or by courier service or through sales representative. In this case the Supplier will be entitled to have any purposefully incurred costs reimbursed.





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- 4.4. The Supplier undertakes to make the repair and regrinding of the Tool To Be Serviced with care, technically correctly, professionally and in such a way that the repair or regrinding will meet the industry's usual business practice and standards applicable at that time and location.
- 4.5. The Supplier undertakes to use for repairing and regrinding Tools To Be Serviced only such spare parts, materials and technologies, which will guarantee a quality workmanship meeting the usual industry standard.
- 4.6. After having repaired or reground the Tool To Be Serviced, the Supplier shall perform an exit technical inspection and carry out measurements of the functionality of the Tool To Be Serviced, issue a measurement protocol and send it to the Client together with the Tool To Be Serviced.
- 4.7. The lead time for repairing or regrinding the Tools To Be Serviced by the Supplier shall be specified in the Supplier's order confirmation or in price quotation. The lead time for repairing or regrinding a concrete Tool To Be Serviced can be changed, and hence the Supplier reserves the right to extend the lead time.
- 4.8. After having repaired or reground the Tool To Be Serviced, the Supplier shall send the Tool To Be Serviced, carefully packed, to the Client's address provided for this purpose, together with a measurement protocol, by postal service or by courier service or through the Supplier's sales representative. The cost of delivering the Tool To Be Serviced after it has been repaired or reground shall be born by the Supplier.

5. Price and Payment Method

- 5.1. The price of Catalogue Products, Special Products and of repairing or regrinding Tools To Be Serviced specified in the order or in the Agreement, shall be paid for by the Client against an invoice raised by the Supplier which must contain all requisites of a tax document, by wire transfer to the bank account specified in the invoice.
- 5.2. The Supplier shall issue the invoice and send it to the Client to the e-mail address provided for this purpose, or send it to the Client together with the delivery of the Catalogue Products, Special Products or Tools To Be Serviced. By accepting this GCT&C, the Client also expresses their consent with invoices being sent by e-mail.
- 5.3. The Supplier's invoices issued pursuant to Clause 5.2 of this GCT&C, shall be payable within 30 days after the invoice issue date, unless arranged with the Client otherwise. Should the Client be in arrears with the invoice payment, the Supplier will have the right to charge the Client, on top of the legal interest for overdue payment, a sanction of 0.5% of the amount owing for each day the payment remains overdue.
- 5.4. Unless agreed by the Parties otherwise, the price according to Clause 5.1 of this GCT&C includes also the costs of transport and delivery of the Products and/or the Tools To Be Serviced. The price does not include value added tax which is to be added by the Supplier at the applicable rate set by legislation and stated in the invoice.

6. Transfer of Risks, Checking Functionality

- 6.1. The risk of damage to Catalogue Products, Special Products and Tools To Be Serviced transfers to the Client upon their delivery.
- 6.2. After the Catalogue Products, Special Products or Tools To Be Serviced have been delivered and received by the Client from the Supplier or postal service or courier service or the Supplier's sales representative, the Client must thoroughly check the Products and their functionality within 6 months after having received them, and report to the Supplier any identified defects and damage.





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7. Liability for Defects and Damage

- 7.1. The Supplier shall be liable for defects in Catalogue Products and Special Products which are the result of the Supplier's error and which have been reported by the Client to the Supplier's Sales Department at e-mail address info.cz@mapal.com, forthwith after the Client could identify them if exerting professional care. In respect of obvious defects, the deadline for reporting them shall be 6 months after the Product delivery. Defects reported after this deadline will not be taken into consideration by the Supplier, and by reporting them late the Client will forfeit the rights from defective delivery.
- 7.2. In respect of Tools To Be Serviced, the Supplier shall be liable if their functionality fails to meet the values stated in the measurement protocol, but because of the character of the delivery, the Supplier shall not be held liable for other defects in the Tools To Be Serviced. The Client must check for these defects immediately after the Tools To Be Serviced have been delivered, not later than within 6 months. If the Tool To Be Serviced shows any deviation from the measurement protocol, the Client must report it to the Supplier's Sales Department at e-mail address info.cz@mapal.com immediately after the Client could identify the defect if exerting professional care.
- 7.3. The Supplier will have the right to disregard any defects reported late – after the deadlines specified in Clause 7.1 or 7.2 of this GCT&C, and the Client will forfeit the rights from defective delivery. In the defect report the Client must specify the defect and what remedy option they wish to claim, i.e. whether they want a new Product to be delivered, or defect repaired, or a discount. The Client has the withdrawal right only if the Tool To Be Serviced fails to meet the parameters stated in the measurement protocol. In all other cases they must pay the price of repairing or regrinding the Tool To Be Serviced irrespective of the defect claimed.
- 7.4. The Supplier shall not be liable for defects caused by unsuitable storage of the Products and/or by corrosion. Furthermore, the Supplier shall not be liable for defects caused by excessive wear and tear of the Product or Tool To Be Serviced, or if it has been used in contradiction to its usual designation, the Supplier's instructions, etc.
- 7.5. Upon execution of its activity, the Supplier must notify the Client in writing if the Client's instructions were obviously unsuitable and may lead to damaging the Product.

8. Returning Unused Catalogue Products

- 8.1. The Client may return unused Catalogue Products within 30 days after the date of their delivery. The return must be approved by the Supplier's authorised representative. For returning the unused Catalogue Product the Client will be charged a cancellation fee of 20% of the returned Product's purchase price. The purchase price refund shall be paid to the Client's account from which the payment of the purchase price was made, unless agreed by the Parties otherwise, within 30 days after the Product has been returned to the Supplier. The Client will receive for the returned Products a credit note.
- 8.2. The Client may not return Special Products, nor withdraw from the Agreement following the delivery of Special Products.

9. Protection of Personal Data

- 9.1. The Supplier must process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), within the following extent: the Client's name, surname, date of birth, electronic mail address, telephone number, permanent residential address, domicile, identity number and bank account number, plus where applicable other data concerning this GCT&C and/or the Agreement.





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9.2. The Client shall make available all personal data accurately, fully and correctly. The Supplier shall protect the personal data made available to them and secure the data against potential unauthorised access or use. Detailed information concerning the principles of personal data protection is available on the Internet.

10. Applicable Legislation, Jurisdiction

10.1. Applicable legislation governing the legal relationship between the Supplier and the Client shall be the legislation of the Czech Republic, in particular Act No. 89/2012, the Civil Code in its current version. Application of the United Nations Convention on Contracts for International Sales of Goods is excluded.

10.2. Any disputes concerning the rights originating from a concluded Agreement shall be resolved by the Parties out of court, by settlement. Should the Parties be unable to reach an out of court settlement of the dispute within a reasonable time, all disputes originating from the Agreement concluded pursuant to this GCT&C or in relation to the Agreement, shall be resolved as final adjudication by the locality competent court determined by the Supplier's domicile, unless Act No. 99/1963, the Civil Courts Order, as amended, defines an exclusive competence. However, the Supplier will have the right to launch court proceedings against the Client also in the Client's domicile.

11. Force Majeure

11.1. The Supplier shall observe the specified date of delivery of Catalogue Products, Special Products or the lead time for repairing or regrinding Tools To Be Serviced, unless stated in this GCT&C or in the Agreement otherwise, except when under the effects of Force Majeure. As being under the effects of Force Majeure shall be regarded an extraordinary and insurmountable obstacle which has occurred independent of the Supplier's will (especially a natural disaster, political instability, terrorist activity, war, etc.), which changes the usual and at the time when the Agreement was concluded existing conditions, and which has an immediate impact on the Supplier's possibilities to fulfil their obligations from the Agreement. While Force Majeure is in effect, the Client will not be able to claim indemnity for damages suffered as the result of Force Majeure.

11.2. The Supplier shall notify the Client when Force Majeure is in effect in a registered letter sent within 10 working days after the day on which the Supplier evidently learnt about its occurrence.

11.3. The delivery date for Catalogue Products and Special Products and the lead time for repairing or regrinding Tools To Be Serviced shall be, when under the effects Force Majeure, extended by the time it persists. The Supplier must adopt all measures necessary to limit the delay.

12. Business Secret

12.1. All illustrations, Drawings, technical data as well as data of any kind which are content in the Supplier's documents, shall remain the Supplier's exclusive property and are the subject of copyright protection.

12.2. The Client must adopt all measures necessary to prevent access to any of the Supplier's documents and business data and any production and business information which constitute the Supplier's business secret, by third parties. The Client may not use the Supplier's business secret to own benefit or the benefit of third parties. The Client shall be fully liable for any damages suffered by the Supplier as the result of a breach of any of the Client's obligations defined in this clause.





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- 12.3. In the event that the Supplier fails to confirm the acceptance of the Client's order as described in Clause 2.6 and 2.7 of this GCT&C, the Supplier will have the right to demand that the Client return all documents made available to them by the Supplier for the purposes of concluding the Agreement. The Client shall, following the Supplier's request sent to the specified Client's e-mail address, return to the Supplier the required documents forthwith, however not later than within 5 working days.

13. Reservation of the Ownership Right

- 13.1. Ownership right to the Catalogue Products and Special Products shall transfer to the Client after the purchase price has been paid in full.
- 13.2. Until the purchase price has been paid in full, the Client may not sell, pledge, rent out, lend or otherwise legally or factually burden the Catalogue Products or Special Products.
- 13.3. Destruction or theft of a Catalogue Product or Special Product after it has been delivered to the Client will not relieve the Client from the obligation to pay the agreed purchase price to the Supplier.

14. Closing Provisions

- 14.1. All agreements concluded between the Supplier and the Client shall be governed by this GCT&C, unless explicitly agreed otherwise.
- 14.2. The Supplier will have the right to unilaterally and to a reasonable degree amend or update this GCT&C by publishing it on its website and/or by informing the Client about the amendment by sending a notification to them by e-mail or to Client's postal address specified in the order, especially made due to changes in legislative regulations, or due to an update, extension or optimisation of the Products offered by the Supplier, or due to amended delivery terms, etc. In this notification the Supplier must also state the date from which the new version of GCT&C is to become effective. If the Client does not accept the updated version of GCT&C, the Client will have the right to terminate the Agreement by serving to the Supplier a 14-day notice of termination commencing from the date it is served as described in the first sentence. The Parties declare that unless the Agreement is terminated in this manner, it shall be interpreted as that the Client has accepted the new updated GCT&C version. The new or updated GCT&C becomes from its effective date part of the Agreement to the same extent as the original GCT&C.
- 14.3. This GCT&C shall become valid and effective on 1st February 2023; the document is available at the Company's headquarters and published on the Company's website <https://mapal.com/en-int/>.

