

## General Terms and Conditions 2022

Valid from 1. 6. 2022

### 1. Basic Provisions

- 1.1. These General Business Terms and Conditions govern Supplier-Customer relations between MERCİ, Ltd. (hereinafter referred to as "the Supplier") and its Customers (hereinafter referred to as "the Customer") in the area of supplies of goods and services. The written agreements between the parties are preferred to the provisions of these General Terms and Conditions.
- 1.2. Relations between the customer and the supplier are always governed by the regime of the Civil Code - Act No. 89/2012 Coll. and generally applicable legislation of the Czech Republic.
- 1.3. Definition of Parties:
  - 1.3.1. The Customer can only be a natural or legal person with a valid identification number of the organization (VAT).
  - 1.3.2. The payer is a Customer who enters into a commitment relationship with the Supplier, but acquires the subject of performance, with the use of the payee.
  - 1.3.3. As a user of the subject of performance, the recipient is empowered in writing by the Customer to take over the subject of performance and all other negotiations related to its use.
  - 1.3.4. The seller is the seller who is authorized to represent the Supplier in a business meeting.

### 2. Subject of sale

- 2.1. The subject of the sale is the goods and services listed in the catalogue or other offer material of the company, including specific individual offers for specific Customers.

### 3. Price

- 3.1. The prices listed in the catalogue, price lists and other Seller distributed materials are informative and always valid on the date of issue. The Supplier reserves the right to change the prices without prior notice in connection with the producer price adjustments, or the movements of the CZK exchange rate against foreign currencies. The Supplier is not liable for errors arising from the printing of the offering materials.
- 3.2. To clarify and specify the goods, the Customer may request a price quotation from the Supplier. This is valid for 30 days from the date of issue unless otherwise stated.
- 3.3. All prices are in Czech crowns (CZK) without VAT. VAT will be calculated at the time of sale according to the currently applicable regulations. Current prices are available at [www.merci.cz](http://www.merci.cz).
- 3.4. Prices include customs, packing and freight except as specified in article 5.

### 4. How to order

- 4.1. Business cases are concluded on the basis of written orders of the Customer, sent by mail, electronic or orders sent via the e-shop at [www.mercishop.cz](http://www.mercishop.cz). A telephone or oral order is not accepted.
- 4.2. If the order relates to a specific quotation, the specification or the quotation, respectively the number of this offer must be stated on the order, otherwise it is not possible to claim later the non-compliance with the offered conditions of the business case.
- 4.3. For the price calculation of the subject of performance, the prices stated in the valid offer of the Supplier or the price valid at the moment of the order acceptance apply.

- 4.4. The order must contain the exact name of the company or institution of the client, address and responsible person, company registration number, VAT number (if the Customer is registered as a VAT payer), exact address of the payer of the goods (if different from the Customer's address) and bank account number. The exact address of the place of delivery and the contact person, telephone (if different from the Customer's address), the unambiguous identification of the goods, the quantity required and the required delivery conditions, such as delivery date and other specific requirements.
- 4.5. If the Customer does not wish to perform partial delivery, he is obliged to state this fact on the order.
- 4.6. The Customer is obliged to send orders for chemicals exclusively in writing (by mail, fax, e-mail). For highly toxic substances, the Supplier requires a certificate of professional competence, which is supplied by the Customer as an attachment to the order.
- 4.7. The sale of chemicals is governed by Act No. 356/2003 Coll. on Chemical Substances and Chemical Preparations, Act No. 634/1992 Coll. on Consumer Protection, Act No. 167/1998 on Addictive Substances, Act No. 272/2013 Coll. on drug precursors and further by Act No. 307/2013 Coll. on the mandatory labelling of alcohol.
- 4.8. The Supplier considers the order to be binding upon the moment of its demonstrable acceptance and at this point the obligation relationship arises.
- 4.9. The Supplier will issue an order confirmation at the Customer's request, indicating the exact specification of the goods, the quantity ordered, the selling price and the expected delivery date.
- 4.10. If the Customer fails to notify in writing, by phone or other demonstrable means of objection within 3 calendar days, the obligation relationship shall be deemed to have arisen as of the date of acceptance of the order from the Customer.
- 4.11. In the event that the Customer's order is unambiguous and its written confirmation is not explicitly requested by the Customer, the Supplier is entitled to dispatch the goods even without written confirmation of the order by the Customer.
- 4.12. In justified cases, the Supplier confirms the received order in the form of a purchase contract. In this case, the Purchase Agreement is deemed to have been concluded and, upon signature by both parties.
- 4.13. In justified cases, especially in the case of non-standard goods that are not offered within the e-shop or catalogue and in the case of the first purchase, the Supplier is entitled to require an advance payment up to 100% of the value of the performance. The delivery date stated on the order confirmation is then calculated from the receipt of the advance payment to the Supplier's account.

## 5. Terms of Delivery and Installation Terms

- 5.1. The delivery time is usually between 1 and 6 weeks from the date of receipt of the order. In the case of goods with a longer delivery time, the Customer will be informed about the delivery date in the form of an order confirmation stating the delivery date. Depending on the scope and structure, it is possible to fulfil the order in several partial deliveries, unless expressly stated otherwise in the order by the Customer.
- 5.2. Transport to the place of destination according to the instructions on the order is provided by the Supplier in the Czech Republic free of charge, except in the following cases:
  - 5.2.1. when delivering goods by an external carrier up to CZK 3 000.00 without VAT, the Customer will be charged CZK 350.00. The fee includes shipping, handling and packaging costs (in case of delivery in several partial deliveries, this fee will be charged only once on the first delivery).
  - 5.2.2. when taking bulk or heavy goods (laboratory furniture, bulky equipment, etc.) or delivering goods requiring a special mode of transport such as ADR, controlled temperature, etc. the freight will be charged

according to the Supplier's offer or according to an agreement between the Supplier and the Customer, at least CZK 1000.00 without VAT.

5.2.3. shipping of goods outside the Czech Republic will be charged according to the agreement.

- 5.3. If the Customer requires installation and this is not part of the offer, it is necessary to state this fact on order. The Supplier subsequently confirms the date and price of the installation that the Customer agrees.
- 5.4. In the case of installation, the Customer is obliged to ensure access of the Supplier's personnel to the premises in which the subject of performance is to be installed and to create the necessary technical and safety conditions for the installation. The scope of the terms and conditions is based on common usage and will be specified by the Supplier's authorized person or defined in the relevant Purchase Agreement or in the Contract for Work.
- 5.5. If the Customer does not provide the Supplier with appropriate cooperation, subsequently leading to the Supplier's installation of the subject of the Contract in the agreed term, the Customer shall be charged the corresponding costs. Disabling the installation by the Customer cannot be a reason to withdraw from the contractual relationship with the Supplier.
- 5.6. The Customer is obliged to accept the subject of performance and to check without delay the compliance of the quantity and type of performance with the delivery note, handover protocol or invoice.
- 5.7. Upon detection of a difference in the quantity, type, or quality of the subject of performance, the Customer is obliged to notify the Supplier of this defect without delay in the form of a complaint to the address [reklamace@merci.cz](mailto:reklamace@merci.cz), or in writing to the address of the Supplier's registered office.
- 5.8. If the Customer does not ensure that the delivered goods are quantitatively and qualitatively checked by him at the time of handover and acceptance, or delivery and acceptance, can make a claim from defects detected during a delayed inspection, only if he proves that the goods already had these defects at the time of handover and acceptance, or delivery and acceptance, between the Supplier and the Customer and thus at the moment of transfer of the risk for the resulting damage from the Supplier to the Customer.
- 5.9. If the Customer does not take over the subject of performance for reasons lying on the Customer's side (egg due to the absence of a person designated by the Customer to take delivery in advance with the Supplier agreed upon by the Supplier), the Customer bears the costs related to the repeated delivery of the performance in full.
- 5.10. If the Customer ascertains obvious damage to the packaging of the products upon receipt of the goods, he is obliged to immediately notify the Supplier or the bearer of the consignment of this fact on the delivery note of the Supplier or the shipping document of the forwarding service in case of external transport. Subsequent claims of this type cannot be accepted as justified by the Supplier.
- 5.11. The Supplier shall not be liable for the suitability of the selected equipment for the purposes requested, unless these have been specified in the Customer's demand or unless the Purchase Contract concluded.
- 5.12. The Supplier shall provide the Customer with operating instructions in the Czech language for a delivery for which it is required by its nature or applicable legislation, or by mutual agreement between the Contracting Parties or based on a concluded Purchase Contract.
- 5.13. The Supplier recommends to the Customer to ensure the professional installation of the delivered goods by the Supplier's service staff. In case of improper installation by the Customer, the Supplier reserves the right to reject any complaint due to incorrect commissioning and its possible consequences.
- 5.14. The Supplier, for the avoidance of doubt, states that operator training is not included in the selling price of the goods and as such, and its terms and conditions must be agreed between the Supplier and the Customer under the Purchase Agreement, or the quotation and subsequent orders received.

5.15. In the case of personal collection, the Customer acknowledges that the Supplier does not have stone shops, but only dispensers at the addresses of the branches listed in the catalogue and at [www.merci.cz](http://www.merci.cz) and a valid printed catalogue. It is necessary to arrange the picking up of the goods at these delivery points in advance.

## 6. Cancellation and modification of orders and contractual relationships

- 6.1. Orders and contracts that have been confirmed by the Supplier or otherwise agreed between the Customer and the Supplier may only be canceled or changed in writing by mutual agreement of both Parties.
- 6.2. The Supplier is entitled to charge the Customer a cancellation fee of up to 100% of the price of the item to cover demonstrably incurred costs to secure the item of goods.

## 7. Payment Terms and Transfer of Property Rights

- 7.1. As a rule, the payment of the goods is made by transfer to the Supplier's account with a maturity of 14 days, unless stated otherwise.
- 7.2. In the case of the first purchase, the Supplier requires an advance payment. In justified cases, the first purchase can be secured by signing a purchase contract with payment by transfer. In the case of repeated subscriptions, specific payment conditions for further subscriptions are set in the agreement between the Supplier and the Customer.
- 7.3. In the case of the sale of goods covered by Act No. 350/2011 Coll. on chemical substances and chemical mixtures, the Supplier is entitled to demand from the Customer an advance payment for the ordered goods and to further require the Customer to submit the relevant documents required by the above-mentioned law and related legislation.
- 7.4. For orders up to CZK 3 000.00 excluding VAT or in other justified cases, the Supplier may be required to pay in cash before delivery of the goods and a handling fee of CZK 350.00 will be charged, see. also point 5.2.1 of the GTC.
- 7.5. A handling fee of CZK 100.00 is charged for orders with a personal collection of up to CZK 1 000.00 without VAT.
- 7.6. Other payment terms (extended maturity, etc.) must be agreed in advance in writing.
- 7.7. Failure to meet the due date stated on the invoice may be penalized by 0.05% of the invoiced amount for each day of delay.
- 7.8. In justified cases, or upon agreement with the Customer, the Supplier may require advance payment (advance payment) up to the total amount of the estimated price of the confirmed order of the Customer.
- 7.9. The risk of damage to the goods passes to the Customer at the moment of its receipt. The goods become the property of the Customer until full payment of the total price for the subject of performance to the Supplier.

## 8. Complaint procedure and quality guarantee

- 8.1. The Supplier is responsible for the completeness and correctness of delivery according to the delivery note.
- 8.2. The Customer is obliged to check the quantity, completeness, correctness and integrity of the delivery upon receipt of the goods and to confirm the delivery on the delivery note. If the delivery is not correct, the Customer is obliged to state this on the delivery or shipping note. Do not accept the shipment if the package is damaged. If the nature and size of the delivery do not allow it, it is only possible to claim the completeness and correctness of the delivery within 5 calendar days from the date of delivery.
- 8.3. Warranty period for hidden defects, functionality etc. it may be different for the individual items of performance and is indicated on the delivery note, service protocol or instructions, or is specified in the relevant Purchase Agreement or work contract. The Supplier shall issue a delivery / guarantee certificate with warranty terms

indicating the date of sale, the specific length of the warranty period, the type and number of the product, or any other form according to the Purchase Agreement.

- 8.4. In the case that the warranty period is not set according to point 8.3, its duration is 6 months.
- 8.5. Claims must always be made in writing (reklamac@merci.cz or by post) stating the specification of the claimed goods, description of the defect, the number and date of the order, delivery note or invoice and the name of the person responsible for the claim settlement and demonstrably delivered together with the claimed subject to the Supplier.
- 8.6. The warranty does not cover defects and damages resulting from failure to observe the instructions for use, neglect of normal user maintenance, making changes to the goods without the Supplier's consent, incorrect transport or storage.
- 8.7. The warranty does not cover natural wear and tear or defects caused by improper use or improper use.
- 8.8. The warranty period is calculated from the date of receipt of the goods by the Customer or commissioning, but no later than 6 months from the date of handing over the goods to the Customer. The warranty period does not include the time for which the equipment is under repair unless otherwise specified.
- 8.9. Warranty conditions are binding for the Supplier only if the Customer is not in delay with payment for the delivery of goods and services.
- 8.10. If the Supplier ascertains that the claim is unjustified, the costs associated with the determination of the extent of the damage and the costs associated with the repair will be charged to the Customer in full.
- 8.11. The Customer is obliged to return to the Supplier only the decontaminated and cleaned goods, preferably in the original packaging or in the packaging functionally fully replacing the original packaging. The claimed goods must be accompanied by a declaration of decontamination, which can be downloaded from the website or requested from the Supplier's staff.
- 8.12. The complaint procedure is initiated immediately by the Supplier upon receipt of the Customer's complaint and usually informs about the result of the complaint procedure and the expected date of settlement of the complaint within 5 days of its commencement.
- 8.13. The Supplier may use third parties to provide warranty service.

## 9. Service conditions

- 9.1. In the case of a post-warranty service order, the Supplier first performs a fault diagnosis at the Supplier's service center, or at the location specified by the Customer and the Customer is familiar with the scope of the anticipated repair and its price.
- 9.2. However, in the event that the Customer does not implement the subsequent repair of the Supplier and cancel the order, he undertakes to pay the Supplier all costs associated with the fault diagnosis.
- 9.3. The Customer is obliged to send the decontamination declaration to the Supplier with the service order, which can be downloaded from the website or requested from the Supplier's staff.

## 10. Final provision

- 10.1. By ordering goods according to the catalog, offer or other sales materials of the Supplier, the Customer expresses his / her agreement with these General Terms and Conditions. Any Customer requests that do not comply with these general terms and conditions of the Supplier must be agreed in advance and confirmed by a written agreement of both parties, otherwise they will be void.
- 10.2. Delivery terms for laboratory furniture supplies are primarily governed by a work contract, purchase contract, and order confirmation information that is issued for each order of laboratory furniture.

- 10.3. All Supplier's employees are obliged to act in accordance with the valid legislation, these General Business Terms and Conditions, the MERCI, Ltd. and further act in accordance with the MERCI Ltd. Code of Ethics. The relevant documents are available on request or available at [www.merci.cz](http://www.merci.cz)
- 10.4. The Supplier shall be released from his obligation to perform his obligations under this Contract in whole or in part if and if the non-performance of such obligations is caused by circumstances of force majeure.
- 10.5. Force majeure will be deemed to be unavoidable events that the Supplier invoking the waiver could not reasonably have foreseen at the time of negotiating and concluding this purchase agreement, as well as events that prevent this party from fulfilling its obligations, such as public enemy, quarantine, epidemics, fires, explosions, strong storms, earthquakes, floods, war, riots, strikes or any other event that is reasonably beyond the control of either party.
- 10.6. Any non-compliance with the delivery deadline by the Supplier due to force majeure and related measures, including any quarantine or illness of employees and inability of the Supplier to deliver the subject of delivery for the same reasons, is not a breach of the Supplier's obligation (delay in delivery). Due to the failure to comply with the delivery deadline for the reasons stated in the previous sentence, the Customer will not (cannot arise) any claims or rights against the Supplier, including the right to payment of a contractual penalty.

**These General Terms and Conditions come into force on June 1, 2022**