

General Business Terms and Conditions IMA s.r.o. (GBTC)

These General Business Terms and Conditions (GBTC) govern all company supply contracts; the latest version number and date are indicated in the header of this document. The GBTC govern and serve as an addition to the statutory conditions for supply contracts.

The GBTC may be modified by agreement of its parties, the text of a particular offer, or by a contract. By submitting his order or concluding a contract, Clients confirm that they have acquainted themselves with the GBTC and agree to them. IMA reserves the right to change the GBTC without prior notice.

IMA SUPPLIES GOODS UNDER THE FOLLOWING STANDARD CONDITIONS:

- **GENERALLY:**

- Offers are valid for 30 days from the date they were issued.
- The place of performance is the headquarters of IMA s.r.o. Praha.
- Invoices are due within 14 days from the day on which they are issued.

- **WARRANTY:**

- The warranty is 24 months from the date of the taxable performance.

- **WARRANTY ON COMPONENTS:**

- The warranty covers all HW / SW components supplied, along with their functionality only if they were used in accordance with the accompanying user manuals.

- **WARRANTY ON THE COMPREHENSIVE SYSTEM:**

- The warranty applies only for systems delivered, installed and launched by IMA or its certified partner in accordance with the corresponding contract, unless agreed otherwise in writing.
- The warranty on the system and components supplied can be applied only if components supplied, tested or approved in writing by the supplier have been used.

- **WARRANTY SERVICING**

Is provided free of charge under the following conditions:

- HW components are exchanged at the headquarters of IMA s.r.o. Praha.
- SW components are repaired and maintained by IMA via remote access to the installation location throughout the warranty period.
- If the Client fails to provide for remote access, he/she shall be obligated—even throughout the warranty period—to pay for any costs related to warranty servicing at the installation location.
- Warranty condition for third party components shall be transferred to IMA supply conditions without any changes.

- **PRICE MAKING**

- Price making for component and system supply contracts includes a condition stating that the final invoice must be paid upon the hand-over of work into warranty operation. For system supply contracts that exceed two months, or for systems supplied in several instalments, any invoices or individual performances must be paid for on a monthly basis.
- Any potential discount applies exclusively on comprehensive supplies as specified in the company offer, and shall be settled by means of a credit note within 3 days from the day on which the supply was duly paid by the due date.
- Any calculation of installation work is valid only provided such installation work was carried out during working days from 7 AM until 6 PM.
- Until the contractual price has been paid, the subject of the supply contract remains to be owned by IMA s.r.o.

- **HANDOVER OF ORDERS**

- Any individual delivery of goods/services or a portion thereof shall be confirmed by a hand-over report.
- If the Ordering Party's representative is not present for the hand-over, the Contractor shall send the report electronically to the Ordering Party for confirmation.
- If the Ordering Party does not raise any objection by the end of the following working day, the goods/services shall be deemed as handed over.
- As part of the first month of the warranty period, IMA includes a one-month pilot operation during which it provides the Client with consultations to launch the system, set up its parameters and generally get acquainted with it.
- Normally, IMA specifies the following invoicing milestones: delivery of project documentation; delivery of HW, installation + launch of the system, including the installation of SW; and handing over the goods/services agreed (= taxable performance and the launch into warranty operation).