

General Terms and Conditions

HYDRAULICS s.r.o., Slopné 201, 763 23 Slopné, Company ID No.: 18757537, VAT No.: CZ18757537, registered in the Commercial Register of the Regional Court in Brno, Section C, Insert 1246 (hereinafter referred to as the Supplier).

Preamble Basic provisions

These General Terms and Conditions (hereinafter referred to as the "GTC") govern relations with a business partner who is considered to be an entrepreneur (hereinafter referred to as **a customer**), they do not apply to consumers and to persons who do not purchase in business relations between entrepreneurs. These GTC are binding when selling all goods and services of the supplier to the customer. Other GTC (e.g. the customer's GTC) that contradict or differ from the wording below are not accepted by HYDRAULICS s.r.o.

Article I. Demand and supply

1. Inquiries are accepted by e-mail, post or phone.
2. Based on the demand, the supplier prepares an Offer that is addressed to the customer.
3. The Offer made in this way may be accepted by the Customer in the form of a binding Order or a confirmed Offer.
4. Any change or other deviation from the Offer by the Customer shall be considered as a new Demand, the procedure under par. 1 to 3 of this Article shall apply mutatis mutandis.

Article II. Order/Confirmed Offer

1. Orders or confirmed Offers are accepted by e-mail to the address specified in the Offer or by post.
2. The order or confirmation of the Offer must be made no later than 5 working days after the Offer has been made by the Supplier. If it is not made within this period, it is considered to have been withdrawn.
3. An order or confirmation of an Offer must contain the following basic elements:
 - a. Exact designation of the customer (business name of the company)
 - b. Customer's VAT number, VAT number
 - c. Unambiguous identification of goods
 - d. quantity of ordered goods including UoM
 - e. **address** – the customer's registered office (if the customer's billing address differs from its registered office, it is necessary to indicate both addresses)
 - f. contact person of the recipient of the goods (on behalf of the customer), telephone, e-mail
 - g. Conditions of Carriage
 - h. signature of the authorized person of the customer and stamp
 - i. Deadline for performance
 - j. **price** and payment terms
4. The order delivered to the supplier is legally binding. The confirmation of the Offer is also legally binding.
5. Upon delivery of the Order or confirmed Offer to the Supplier, a contractual relationship is established and the Customer confirms his/her consent to these GTC.

Article III.

Pricing conditions

1. The price of the goods is negotiated as a contract. The price is understood as the price without value added tax
2. The price excluding value added tax is charged at the valid value added tax rate on the date of the taxable supply.
3. The supplier reserves the right to change prices.

Article IV.

Payment terms, contractual penalty

1. The purchase price according to the Order can be paid:
 - a. in advance on the basis of an advance invoice
 - b. cash / credit card / bank transfer / cash on delivery
2. In the case of cashless payment through a bank, the customer's obligation is fulfilled on time if the relevant amount is credited to the supplier's account with its bank on the due date at the latest.
3. In the event of late payment of the invoice, the customer may be charged a contractual penalty of 0.15% of the amount due for each day of delay and interest on late payment in the statutory amount.
4. A customer registered for tax purposes in another EU Member State, to whom goods are supplied under the tax exemption regime when the goods are supplied to another EU Member State, is obliged to:
 - a. transport these goods to the Member State of the customer and, after the transfer of the right, dispose of the goods as owner,
 - b. No later than 10 calendar days after its receipt, send the supplier information confirming the storage of the goods in the Member State of the customer.
5. The Customer hereby acknowledges that by breaching these obligations on its part, the Customer becomes a person obliged to declare the tax in the country of the supplier within the meaning of the provisions of Section 108, paragraph 4, letter h, points 1, 2 of the Act. No. 235/2004 Coll., on Value Added Tax. Any damage resulting from a breach of the above obligations in the form of tax, penalty or default interest is fully paid by the Customer to the Supplier, with a maturity date of 15 days from the request.

Article V.

Delivery conditions and shipping

1. The delivery time is reasonably extended if a change to the Order is agreed or the customer is in default with any of its obligations to the supplier.
2. The goods can be delivered via a contractual transport service or by post.

Article VI.

Place of performance, delivery and receipt of goods

1. Unless otherwise agreed, the place of handover of the goods is the supplier's warehouse.
2. The supplier's obligation to hand over the goods is fulfilled by handing over the goods to the customer, carrier or by submitting them to the post office (hereinafter referred to as the "carrier"). At this point, the risk of accidental destruction or damage to the goods also passes to the customer.
3. If, upon receipt from the carrier or after delivery from the post office, the customer finds that the goods (including packaging) are damaged, he is obliged to write down the defect in detail on the carrier's acceptance protocol and then immediately inform the supplier in writing about the defects found.
4. If, after taking over the goods, the customer finds deficiencies in the documents or obvious quantitative discrepancies, in particular missing goods, extra goods or substitution of goods, the customer shall apply them to the supplier in accordance with the procedure under Article VII.

5. The Customer is obliged to remove the ordered goods within 5 working days after being requested by the Supplier. In the event of non-compliance with the deadline by the Customer, the Supplier is entitled, at will, to:
 - a. send the goods to the customer at the customer's expense in any appropriate way to the address of the customer's registered office or establishment, and/or,
 - b. store uncollected goods, in which case the customer may be charged a storage fee of 0.5% of the price of the stored goods for each calendar day of their storage, and/or
 - c. **After** 2 months have elapsed from the delivery of the written request for its receipt, the supplier is entitled to dispose of the goods in a reasonable manner, in particular to sell them or otherwise monetize them, which does not exclude other claims under this point (i.e. shipping costs, storage)
6. The customer acquires the ownership right to the goods by full payment of the purchase price, including its accessories. The risk of damage to the goods passes to the customer pursuant to par. 2 of this Article.

Article VII.

Complaints, warranty and post-warranty service

1. The customer shall file a complaint with the supplier in writing, with a defect report:
 - a. the customer is obliged to complain about obvious defects, including deficiencies in documents and quantitative discrepancies, within 5 working days of receipt of the goods;
 - b. The customer is obliged to complain about hidden defects without undue delay after they have been discovered, but no later than within 5 working days.
2. In the defect report, the customer shall specify the subject of the complaint and the claim it asserts with any alternative methods of settlement.
3. The warranty for the goods, unless otherwise specified, is 12 months from the date of delivery of the goods.
4. A Cover Sheet and a Product Quality Certificate are issued for the products.
5. In the event that the customer finds any defect or quality non-conformity after receiving the product, he immediately contacts our quality/complaints department by e-mail reklamace@hydraulics.cz.

Article VIII.

Dispute Resolution, Jurisdiction

1. The Contracting Parties expressly agree that the provisions of this Agreement shall be governed exclusively by the laws of the Czech Republic.
2. For any dispute arising from this contract, it shall be negotiated in accordance with Art. 85 of Act No. 91/2012 Coll., Act on Private International Law, jurisdiction of Czech courts.
3. The District Court in Zlín has substantive and territorial jurisdiction if district courts have substantive jurisdiction under Czech law, and the Regional Court in Brno if regional courts have substantive jurisdiction under Czech law.

Article IX.

Validity of the GTC

1. These GTC are valid from 20.09.2026.
2. The current General Terms and Conditions are available on the website of the supplier www.hydraulics.cz.



Jozef Vlasáč
Managing Director



Ing. Gabriela Zemanová
Managing Director