

General terms and conditions for wholesale

These general terms and conditions for wholesale (hereinafter referred to as "terms and conditions") apply to contracts concluded via the RemanTe online shop located on the web interface <http://cdb.remante.com> (hereinafter referred to as "web interface") between the company

REMANTE GROUP s.r.o., with registered office at Na Starém břehu 2756/7, 746 01 Opava, ID No.: 02617862, VAT No.: CZ02617862

registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 65075

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as the seller (in the case of a contract for the provision of services also as the provider)

and a natural or legal person who concludes the contract in the course of his/her own business, manufacturing or similar activity or in the course of the independent exercise of his/her profession

as a buyer (in the case of a contract for the provision of services, also as a customer)

both hereinafter collectively referred to as "the contracting parties".

These terms and conditions, except for the provisions governing the use of means of distance communication, shall apply mutatis mutandis to contracts concluded in the presence of the parties.

Introductory provisions

1.1 These Terms and Conditions define and specify the basic rights and obligations of the parties when concluding a purchase contract, service contract or other contract referred to herein (hereinafter collectively referred to as "Contract") via the web interface.

1.2 By the Purchase Contract, the Seller undertakes to hand over to the Buyer the goods specified in the Order and the Buyer undertakes to take over the goods and pay the Seller the purchase price specified in the Order. The goods are namely new or reconditioned parts for cars, trucks, agricultural, forestry and construction machinery, and boats (also referred to as "parts").

1.3 By the Service Contract, the Provider undertakes to repair the part sent by the Customer and the Customer undertakes to accept the repaired part and pay the repair price specified in the order. According to these terms and conditions, the repair of a part means an activity that removes defects, the consequences of damage or the effects of wear and tear of the part.

1.4 If the Customer wishes to have the repair carried out as quickly as possible, the Customer may agree with the Provider on an exchange purchase solution. Settlement of the price will then take place in accordance with these terms and conditions.

1.5 The provisions of the terms and conditions are an integral part of the contract. Provisions deviating from the terms and conditions may be agreed in the contract. Deviating provisions in the contract take precedence over the provisions of the terms and conditions. The Seller may change or supplement the wording of the Terms and Conditions. The rights and obligations of the contracting parties shall always be governed by the wording of the terms and conditions under which they arose. In matters not regulated herein, the relations of the contracting parties shall also be governed by legal regulations, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

1.6 The Contract and the Terms and Conditions are drawn up in the Czech language. The Contract may be concluded in the Czech language unless the parties expressly agree on another language.

1.7 These terms and conditions apply to buyers who are entrepreneurs and to legal entities. Contracts concluded with consumers are not subject to these Terms and Conditions but to the General Terms and Conditions for Retail.

1.8 By sending an order, the buyer confirms that he has read these terms and conditions and that he agrees to them.

Order and conclusion of the contract

2.1 An order for goods or services may be placed by means of distance communication, namely via the online shop, by telephone, or by e-mail.

2.2 Upon the Seller's request, the Buyer is obliged to prove that he is an entrepreneur by sending a copy of his trade or other license or an extract from the Commercial Register to the Seller's contact e-mail.

2.3 The Seller is not obliged to confirm the received order. An unconfirmed order is not binding on the Seller. The Seller shall be entitled to verify the order in case of doubt as to the authenticity and seriousness of the order. The Seller may reject an unverified order.

2.4 Within the scope of the order, it is possible to choose whether the Seller is to buy the Buyer's used or damaged part. The removal of such part may be charged according to the price list.

2.5 The contract is concluded the moment the Buyer has received the Seller's acceptance of the order. Acceptance of the order will be sent to the email address specified in the order. Should acceptance not be received, the contract is concluded the moment the goods ordered are received by the Buyer, when the service is provided, or when the Buyer makes payment of the price of the goods or services (whichever is earlier).

2.6 In the event of cancellation of the order by the buyer, the seller is entitled to a cancellation fee of 50% of the price of the goods or services. In the event of order cancellation after the goods have been dispatched, the Buyer may be required to reimburse the costs associated with the dispatch and return of the goods.

Delivery terms

3.1 The Seller is obliged to deliver the goods to the Buyer in the agreed manner, properly packed and equipped with the necessary documents. The necessary manuals are namely instruction manuals, certificates, and other documents necessary for the acceptance and use of the goods. Unless otherwise agreed, the documents are provided in the Czech language. Protocols documenting the values of output testing, calibration, and other service operations may be in English.

3.2 Upon agreement of the Parties, the Seller may arrange for the Buyer to transport the Goods and to insure the Goods for the period of transport. The cost of transportation and insurance shall be paid by the Buyer in accordance with the carrier's applicable tariff. The delivery of the goods to the Buyer shall be deemed to be the handing over of the goods to the first carrier. Upon delivery of the goods, the risk of damage to the goods passes to the buyer.

3.3 The delivery time always depends on the availability of the goods and the chosen method of payment and transport.

3.4 If, for reasons on the Buyer's side, the goods must be delivered repeatedly or in a different way than agreed, the Buyer is obliged to pay the costs associated with such delivery.

3.5 Upon receipt of the goods, the Buyer is obliged to check the integrity of the packaging of the goods and immediately notify the carrier of any defects. A report of defects will be drawn up. If a defect report is not drawn up, the Buyer shall lose any claims arising from the defective packaging of the goods.

3.6 Immediately upon receipt of the goods, the Buyer is obliged to inspect the goods, specifically to check the number of items and their completeness. In the event of a discrepancy, the Buyer is obliged to notify the Seller without undue delay, but no later than within 2 working days from receipt of the goods. The Buyer is obliged to document the defects found in a suitable manner and send this documentation to the Seller together with the defect notification.

Provision of service

4.1 Upon receipt of the Part, the Provider will inspect the Part to review the extent of damage. Based on the information found, the Provider will determine the price and time scope of the repair. If this information differs from the preliminary data stated in the order, the Customer shall be informed immediately. If the customer does not agree to the change in any of the parameters of the order, he shall have the right to withdraw from the contract.

4.2 The Customer shall be informed of the completion of the repair work. The repaired part will be sent to the Customer in the manner chosen in the order or in another manner agreed with the Provider. The provisions of Article 3 of these Terms and Conditions shall apply mutatis mutandis to the dispatch of the repaired part.

4.3 If the full amount of the repair price has not been paid by the date of completion of the repair of the part, the Provider shall have a lien within the meaning of § 1395 et seq. of the Civil Code. The

Customer shall be informed of the lien by e-mail. In the event of a lien, the provider shall be entitled to compensation for the costs associated with the care of the retained part.

4.4 In the event that repair of the part sent by the Customer is not possible and the Customer leaves the part with the Provider, a donation contract shall be concluded between the Customer and the Provider in relation to the part. If the Customer requests the return of the part, the Provider shall send it to the Customer at the Customer's expense.

4.5 The return of the part may be requested within one month at the latest from the time the Subscriber is informed that the part is not eligible for repair. After the expiry of one month, the provider considers the donation contract to be concluded.

Price of goods and services, payment terms

5.1 The prices of goods and services are listed on the web interface. The Seller is entitled to grant the Buyer a discount on these prices, namely depending on the quantity of goods or services ordered or on the Buyer's previous purchases.

5.2 The prices of used parts are subject to their availability on world markets.

5.3 In the case of an exchange purchase, the value of the used part is represented by a refundable deposit. If the Buyer sends the used or damaged part to the Provider after the new part has been sent, the Provider will require payment of a refundable deposit, the amount of which will be specified in the order. For the deposit to be refunded, the damaged or used part must meet the specified conditions that allow it to be repaired again. The assessment of the possibility of repair and the valuation of the used or damaged part shall be carried out in accordance with the Provider's Assortment Conditions. If the part sent meets the conditions for the return of the deposit, the deposit will be returned to the customer within 14 days. If the conditions for the return of the deposit are not met, the deposit shall be added to the price of the new or reconditioned part and shall not be refunded. The customer will be informed of this fact.

5.4 The Customer shall have the right to return their old parts for the deposit refund within two years from the date of the invoice containing these parts. Within this period, the Seller shall guarantee the Buyer full payment of the deposits if the returned part complies with the Terms and Conditions for the receipt of old parts. Otherwise, the amount of the deposit refunded shall be subject to the deductions set out in the Conditions for Receipt of Old Parts. The Seller reserves the right to change the Conditions for the receipt of old parts, the current version of which is always available in the CDB in the section "Important documents".

5.5 If the Customer sends a used or damaged part before the Provider sends the ordered part, no refundable deposit will be charged.

5.6 In determining the price of the service, the Provider shall base the price on the description of the defect of the part that is communicated to the Provider. If such description is incomplete, does not correspond to the reality, or if further defects of the part are found during the repair, the provider has the right to change the price. The customer shall be informed of any change in price and shall have the right to withdraw from the contract if the customer does not agree to such a change.

The buyer has the option to pay the price of the goods or services in particular:

- cash on delivery;

- by wire transfer to the Seller's bank account;

- by cashless payment via PayPal account;

- by cheque

The basic form of payment is cash on delivery. Other forms of payment are possible by mutual agreement.

The Seller is entitled to require payment before delivery of the goods. Unless otherwise agreed, the invoice shall accompany the goods together with the delivery note.

5.7 The only method for payment of the refundable deposit is by wire transfer to the Buyer's account or to an account communicated by the Buyer to the Seller for this purpose.

5.8 In the case of non-cash payment, the price is payable within 14 days of the conclusion of the contract, unless otherwise agreed by the parties. The Buyer's obligation to pay the price of the goods or services is fulfilled in case of non-cash payment the moment the relevant amount is credited to the Seller's account.

5.9 In the event of non-compliance with the due date according to these terms and conditions, the Buyer may be charged interest on late payment at the rate of 0.4% of the amount due for each day of delay. In addition to the right to payment of the contractual default interest, the Seller shall be entitled to compensation for damages incurred due to the Buyer's failure to meet the due date in full.

5.10. In the event of the Buyer's default in payment of the price of the goods or services, the Seller shall also be entitled to suspend further agreed deliveries of goods or services until all outstanding obligations of the Buyer have been paid.

5.11. Payment for the goods is possible in Czech crowns (CZK), euros (EUR) or US dollars (USD).

5.12. The Buyer acquires ownership of the Goods upon payment of the full purchase price for the Goods (including packaging and delivery costs), but not before taking possession of the Goods.

5.13. Pursuant to the provisions of Section 42 (5) of Act No. 235/2004 Coll., the Value Added Tax Act, the Customer shall no longer be required to send signed/stamped corrective tax documents to our Company. Instead of this process, in accordance with the statutory requirement to "...use the best efforts that can reasonably be required...", a corrective tax document will be sent to the customer at the email address used by the customer when registering in our e-shop. This will fulfil the statutory obligation and further return of the signed corrective tax document will no longer be necessary or required by our company.

Withdrawal from the contract

6.1 Until the goods have been accepted by the buyer, the seller is entitled to withdraw from the contract at any time. In this case, the Seller shall refund the Purchase Price (or the price of the services) to the Buyer without cash to the account communicated to him for this purpose by the Buyer or to the account from which the funds were transferred to pay the Purchase Price (unless the Buyer communicates any of these to the Seller within 5 days of the withdrawal).

6.2 The Seller (or the Service Provider) may, in individual cases and by mutual agreement, comply with the Buyer's proposal to withdraw from the Contract beyond clause 6.1.

In view of the costs associated with modifications to the goods, administrative tasks, transport, procurement of goods and other tasks, the Seller (or the Service Provider) reserves the right to propose a reasonable fee in the event of a proposal by the Buyer, which the Buyer undertakes to pay

to the Service Provider when using this service. The amount of this fee is always determined on a case-by-case basis.

6.3 The Seller is also entitled to withdraw from the contract if the Buyer is in default of payment of the price of the goods or services for more than 1 year.

6.4 The buyer is entitled to withdraw from the contract if the seller is in default of delivery of the goods for more than 1 year from the agreed delivery date.

6.5 The Buyer is not entitled to withdraw from the Purchase Contract in respect to goods that have been delivered properly, on time, and without defects. The Buyer is also not entitled to withdraw from the service contract.

6.6 Other cases of withdrawal from the contract are regulated in these terms and conditions.

6.7 Withdrawal from the contract must be made in writing and, in the case of contracts negotiated electronically, also electronically. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other party.

6.8 If a gift has been provided together with the goods or services, the gift contract shall cease to be effective upon withdrawal by either party and the buyer shall send the gift together with the returned goods.

Rights arising from defective performance

7.1 In order for the Goods to be accepted into the Claims Procedure, the Goods must comply with the Conditions for Acceptance of Old Parts "PPSD" which are available from CDB or the Seller's website. The Goods must also not have broken warranty seals, be complete and not disassembled, and their components must not be mechanically damaged. If these conditions are not met or if the claim is made after the warranty period, the claim will be rejected by the seller as unjustified.

7.2 In the event of a claim, the Buyer is obliged to deliver to the Seller with the claimed goods a fully completed claim form, available in the CDB interface or on the Seller's website. If the claim form is not submitted to the Seller within 3 days of delivery of the goods, the Seller is entitled to reject the claim as unjustified.

7.3 The Buyer is responsible for the proper packaging of the goods claimed to prevent possible damage to the goods during transport.

Protection of the Seller's trade secrets and commercial policy

8.1 During the negotiation and performance of the Contract, information may be disclosed to the Buyer which is marked as confidential or whose confidentiality arises from its nature. In particular, the Buyer undertakes to:

- keep said information confidential;

- not to disclose it to any other person without the consent of the Seller;

- not to use it for any purpose other than the performance of the contract;

- not to use it in any other detrimental way.

8.2 The Buyer further agrees not to make copies of the documents provided to it by the Seller without the Seller's consent.

Final provisions

9.1 If the relationship related to the use of the web interface or the legal relationship established by the contract contains an international (foreign) element, then the parties agree that the relationship shall be governed by Czech law. The UN Convention on Contracts for the International Sale of Goods shall not apply.

9.2 If any provision of the terms and conditions is or becomes invalid or ineffective or inapplicable, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness or unenforceability of one provision shall not affect the validity of the other provisions. Amendments to the contract or the terms and conditions shall be in writing.

These terms and conditions are valid and effective as of 15 June 2015.