

# Terms & Conditions of Sale

## 1. Definitions

"Buyer" means the person, company, or organisation purchasing the Goods.

"Order" means the Buyer's instructions to the Company to supply the Goods.

"Goods" means the subjects of the Order.

"Contract" means the Contract formed by the acceptance (confirmation) of the Order.

"The Company" refers to LifeM s.r.o. ,Reg. No. CZ05081904, located at Voděradská 2552/16, 251 01 Říčany, Czech Republic .

## 2. Orders

All Orders placed with the Company require the Company's acceptance by a written confirmation.

Orders should be sent to the Company in writing, preferably via email. The specification of Goods can be directly in the body of the message or preferably as a separate Order document in the email attachment.

Upon receiving your order we send you Confirmation of your order, to express acceptance of the order. In this Confirmation we affirm the amount and prices of ordered products and also indicate the expected date of dispatch of your order.

If you ask for a quotation only, we send you one in writing.

Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

## 3. Prices

The Price stated in the Company's catalogues or price lists, or in the Order are subject to variation without notice. However, we try hard to change prices only once a year, starting January, and we inform all our regular customers at least 6 weeks before the change.

Unless otherwise stated by the Company, the Price of the Goods shall be exclusive of any Value Added Tax and all costs or charges in relation to transportation and insurance which the Buyer shall pay in addition.

## 4. Quantity Supplied

Goods can only be supplied in the standard pack or case quantity or 'minimum buying quantity' (or multiples thereof) shown in the Company's catalogues and price lists.

The Company will try hard to supply the quantity of Goods ordered but every Contract and delivery will be subject to the margins of tolerances (whether over or under the specified quantity) customary in the trade. You will be informed about such differences prior to dispatch of your order.

## 5. Changes

If, after receipt of the Order for Goods but before delivery, improvements are made in the design and/or specification of the Goods the Company may supply the improved Goods in place of those originally ordered. Buyer will be given notice informing about the change prior to shipment.

## **6. Packaging**

Prices shown in quotations or Contracts will include the cost of the Company's normal packaging.

## **7. Delivery**

Unless otherwise stated, the Company shall arrange delivery of the Goods to the Buyer's normal place of business or such other place agreed in writing with the Buyer.

Delivery shall be deemed to be effective when the Goods are unloaded at the delivery address nominated by the Buyer or his Agent for delivery, except where the Goods are to be collected by the Buyer or his Agent, when delivery shall be deemed to be effective when the Goods are loaded onto the vehicle collecting them. Damage which occurs during delivery will only be acknowledged if goods are signed for as "damaged" by the customer.

The Company reserves the right to deliver Goods by instalments.

The Company shall make every effort to abide by any agreed delivery date but the Company can accept no liability in respect of non-delivery or delayed delivery. If no date has been agreed, delivery will be within a reasonable time.

## **8. Non-Delivery**

Should Buyer receive different quantity of Goods than agreed, he must report this to the Company in writing and within 10 days of delivery.

Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against a following invoice.

## **9. Specifications**

The Buyer shall inspect the Goods immediately upon delivery and shall within 3 days of delivery notify the Company in writing of any defect, damage, loss, shortage, or other particulars by reason of which the Buyer alleges that the Goods do not conform with the Order. If no such notice is given, the Goods shall be deemed to have been supplied in accordance with the Order and to have been accepted by the Buyer.

Goods may be returned which do not conform with the Order, only with the consent of the Company in writing. The Buyer shall cover the transportation cost.

## **10. Payment**

Unless otherwise agreed in writing the Price will be paid in Euro currency.

Payment is due within 30 days of the date of the Company's invoice.

All sums payable to the Company under the Contract shall become due immediately upon termination of the Contract.

Should a well-founded doubt arise about the Buyers ability or willingness to pay invoices on the due date, the Company reserves the right to cancel the Contract or postpone delivery until payment has been received.

Company reserves the right to impose a reasonable Credit limit (not lower than 1.000Euro).

When a new Contract exceeds the Credit limit, Company postpones delivery until payment, which lowers the total sum due below the agreed Credit limit, has been received.

## **11. Export terms**

Where the Goods are supplied for export from the European Union, the provisions of this clause 11 shall (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these Conditions.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

Unless otherwise agreed in Writing between the Buyer and the Company, the Goods shall be available ex works at the Company's premises with the Buyer collecting or arranging collection of the Goods and the Company. Alternatively Company can agree to ship the Goods and Buyer will be covering the shipment cost and insurance.

## **12. Use**

It is the Buyers responsibility to determine whether Goods are suitable for the contemplated use, whether or not such use is known to the Company. Any technical advice offered by the Company or its representatives or agents is given without charge and only on the basis that it is followed at the users own risk.

## **13. Import Licences**

The Buyer shall be responsible for obtaining any necessary import licences.

## **14. Availability**

All goods are offered at all times subject to availability.

## **15. Acceptance**

Acceptance of Goods implies acceptance of these conditions.

## **16. Force Majeure (Events beyond the Company's control)**

If the commencement, continuation or complete performance by the Company of its obligations under this Contract is prevented, hindered, delayed or rendered uneconomic by reason of Force Majeure then the Company shall not be responsible to the Buyer for any loss or damage incurred or sustained by the Buyer as a result. For the purpose of this condition the term Force Majeure shall include any factor affecting the performance of this Contract attributable to acts, events, non happenings, omissions or incidents beyond the reasonable control of the Company and in particular (without limiting the generality of the above) the following; strikes, lock-outs, riots, civil revolution, war, state of national emergency, trade dispute or labour disturbance, accident, breakdown of plant or machinery, difficulty or increased expense in obtaining workmen, materials or transport, fire, explosions, storm, flood, earthquake or other natural physical disaster or circumstances affecting the supply of the Goods (or raw materials) by the Company's normal source of supply or the delivery of the Goods by the Company's normal route or means of delivery.

## **17. Warranty**

The Company warrants (subject to the other provisions of these Conditions) that upon delivery the Goods will comply with the Company's specification for the Goods.

The Company shall not be liable for a breach of the warranty unless:

the Buyer gives written notice of any defect to the Company within 3 working days of delivery; and the Company is given a reasonable opportunity of examining the Goods and the Buyer (if asked to do so by the Company) returns the Goods to the Company's place of business at the Buyer's expense for the examination to take place there.

The Company shall not be liable for a breach of the warranty if:

the Buyer makes any further use of the Goods after giving notice of any defect; or the defect arises because the Buyer failed to follow the Company's instructions as to the storage or use of the Goods; or the Buyer alters or repairs the Goods without the written consent of the Company.

Subject to stated conditions, if any of the Goods do not conform with the warranty the Company shall at its option repair or replace such Goods (or the defective part) or refund the Price of such Goods and shall have no further liability for breach of the warranty in respect of such Goods. If the Company so requests, the Buyer shall, at the Buyer's expense, return the Goods or the parts of such Goods which are defective to the Company.

**18. General**

The Buyer shall not use the Company's name, logo or other intellectual property rights in advertising or publicity without the Company's prior written consent.

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address.