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## General Terms and Conditions

### of HYDRA a.s.

#### I. General Provisions

- 1.1 The purpose of these Terms and Conditions of HYDRA a.s., with its registered office at Průmyslová 1110, 50601 Jičín, CRN: 25610562, registered in the Commercial Register maintained by the Regional Court in Hradec Králové in Section B Insert 2608, is a definition of the mutual rights and obligations of the parties to contracts concluded between HYDRA a.s., as the Seller, and the Purchaser. These Terms and Conditions are issued on the basis of and in accordance with the provisions of Act. No. 89/2012 Coll., the Civil Code.
- 1.2 These GTC are issued in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended by later legal regulations (hereinafter referred to as 'the Civil Code').
- 1.3 The provisions of the GTC are an integral part of contracts. By signing a contract, the Purchaser confirms that they have properly familiarized themselves with the

content of the GTC and do not make any reservations regarding them.

- 1.4 Provisions deviating from these Terms and Conditions can be negotiated in a purchase contract.

- 1.5 The GTC shall apply in the text stated on the supplier's website on the day a contract is concluded. The text of the Terms and Conditions may be changed or supplemented by the Seller. This shall not affect the rights and obligations of the Parties arising during the effective period of the previous version of the Terms and Conditions.

- 1.6 These Terms and Conditions are part of all contracts concluded by HYDRA a.s. and therefore have priority over all other terms and conditions issued by the other Party to a contract, such general terms and conditions shall not become part of the contract even if HYDRA a.s. knows them or their inclusion has not been contradicted. If a concluded contract does not explicitly state and the terms and conditions of the other Party are not expressly

confirmed in writing, the Parties shall be neither obliged nor authorized to follow such terms and conditions.

#### II. Conclusion of Contract

2.1 The Seller's offers are non-binding, unless the offer explicitly states that the offer is binding. Drawings, samples, catalogs or other materials that will be handed over or otherwise delivered to the Purchaser in connection with offers and/or other statements in preparation for the conclusion of a contract, shall remain the property of the Seller and are subject exclusively to Seller's measures in terms of copyright and/or patent rights. They shall be made available to third parties only with the express consent of the Seller.

2.2 A contract shall be considered concluded after clarification of all technical and business conditions upon acceptance of the Purchaser's order in the form of a written (fax or e-mail) order confirmation; this shall also apply when the Purchaser's order was mediated by the Seller's sales representatives. The order shall be binding for the Seller only at the moment of its written confirmation. Each supplement to the order shall also be made by the Purchaser in writing and shall be subject to written confirmation by the Seller.

2.3 Only confirmation of an order by the Seller with a description of the

performance shall determine the scope of the Seller's obligation and details of the nature of the performance.

2.4 This shall also apply if the Seller's performance is to take place according to the Purchaser's specification, in particular according to the drawing the Purchaser supplied. Unless special production instructions are made in the drawings, production shall be carried out within the framework of DIN or ISO standards or preliminary standards valid at the time of production.

2.5 Any technical changes shall always be reserved if they correspond to technical progress or safety and technical provisions, and if the other Party accepts them after the intended changes with justifications have been communicated to it in writing.

2.6 Any statements about the properties of contractual products contained in an order confirmation, in catalogs and/or in correspondence shall not constitute a guarantee as defined in Section 2113 of the Civil Code, unless this is expressly stated in the written order confirmation.

2.7 If the Product is manufactured and delivered in accordance with the Purchaser's requirements in a specially prescribed design (according to a drawing, model or other specified data), the client shall assume responsibility for ensuring that the rights of

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third parties are not violated by this design, in particular patents, utility models and other protective or copyright rights. In such a case, the Purchaser undertakes to bear exclusively all the claims of third parties that could result from such a violation.

### III.

#### Tools

3.1 In the case of the production of tools and/or preparations required for the production of the Product, according to the drawings and/or other designs supplied by the Purchaser, the Purchaser shall share in the costs of their production (share the costs of the tools), which will be communicated as part of the contractual negotiations. The said costs shall be invoiced after the tools are released. The tooling costs share shall be due upon approval of a production sample produced by that tool, but no later than the first contractual delivery from that tool.

3.2 Regardless of the said share of the Purchaser in the costs of the tools, the Seller shall be the exclusive owner of the tools, who shall use them exclusively for deliveries to the Purchaser, unless, at the request of the Seller, the Purchaser authorizes its use for other clients in writing.

3.3. The Seller hereby undertakes to keep the tools for a period of three years after the last delivery to the Purchaser. If the Purchaser informs in writing before the expiration of this period that they will place further orders in the course of the following year, the Seller shall keep these tools for the period specified by the

client. Otherwise, the Seller shall be free to dispose of the tools. The tools that the Seller will keep shall be co-insured under the Seller's operational insurance. The seller hereby undertakes to take proper care of the tools intended for production for the client and to keep them in good working condition. If, after reaching a certain number of pieces, it turns out that the life of the tools no longer allows production within production tolerances, the issue of manufacturing new tools or repairing the existing ones at the client's expense shall be discussed.

### IV.

#### Prices and Terms of Payment

4.1 The prices of the Seller's products are listed in the valid Price List and do not include VAT. The applied VAT rate shall be valid as of the invoice date.

4.2 All the Seller's prices listed in the Seller's offers shall be valid for a maximum period of 6 months, unless stated otherwise in an offer. All the prices in order confirmations shall be valid for the agreed period or six months at most.

4.3 An additional reduction in the ordered quantity and/or a reduction in the agreed withdrawals by the Purchaser shall entitle the Seller to a reasonable increase in the agreed unit prices as well as the agreed shares in the tooling costs. The prices are based on current common calculation factors.

4.4 Price Clause: If the calculation basis for flat-rate orders changes permanently, the prices of the main raw materials needed to produce an item

change, the Seller shall be entitled to adjust the agreed unit prices taking into account the production costs after a justified and fair consideration of these cost changes.

4.5 The Parties shall agree on the provision of a payment discount in writing, including its conditions. The due date of the discount shall be considered to be the due date of an invoice (+1 day in acceptance as part of the bank transfer). For the discount to be granted, the entire invoiced amount must be credited to the Seller's account. If the invoice is paid after the due date, the discount shall not be granted.

4.6 The Seller delivers their products in standard packaging at no extra charge. If the Purchaser requests special packaging, the Purchaser shall confirm this request to the Seller in writing in the Purchaser's order. The relevant costs for such special packaging shall be borne by the Purchaser. For each delivery, the number of pallets that are physically used shall be invoiced. In accordance with an agreement with the Purchaser, disposable or Euro pallets shall be used.

4.7 The price of the goods shall be considered as paid on the day of crediting to the Seller's bank account.

4.8 The price payments shall be made in accordance with the approved written conditions, and unless agreed otherwise in writing. The payments shall be made by the Purchaser to the Seller's bank account before delivery of the Product as specified in an order.

4.9 Any discount shall be approved in writing by the Seller or stated directly on an invoice issued by the Seller.

### V.

#### Payment

5.1 The invoice due date shall normally be 30 to 60 days from the issuance of an invoice. For a longer due period, a contract must be concluded in writing. In the case of delay in payment of an invoice, the Seller shall charge interest on the delay in the legal amount, i.e. 0.05 % of the owed amount for each day of delay.

5.2 If the Purchaser does not pay the issued invoice properly and on time, the Seller shall be entitled to suspend the performance of the Purchaser's orders, including the already confirmed orders. The Seller shall not be obliged to dun the Purchaser in writing about payment.

5.3 In the event of a delayed payment, the Seller shall be entitled to charge the Purchaser the costs of storing the subject of the contract until the full payment of the subject of performance.

5.4 In relation to the Seller's claims, the Purchaser shall be allowed to claim or set off only those claims which are completely undisputed and acknowledged by the Seller. Uncertain or indefinite claims shall not be eligible for set-off.

### VI.

#### Delivery Time and Delivery

6.1 The agreed delivery periods shall begin to run on the day an order is confirmed by the Seller, but not before all the details of its implementation have been

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clarified. Delivery periods shall considered to have been met if the owed parts leave the Seller's plant on the agreed date or are available at the Seller's production plant, but the client is in arrears with acceptance. Products shall be handed over to the client in accordance with pre-agreed conditions, which are part of price offers.

6.2 If there are unforeseeable circumstances or in the event of circumstances beyond the will of the Parties, such as in particular all cases of force majeure that prevent the compliance with the agreed delivery period, this delivery period shall be extended by the duration of these circumstances, which include in particular strikes and boycotts, armed conflicts, official interventions and prohibitions, traffic and customs delays, accidents and all other causes that cause a partial or complete stoppage of work, for example, lack of material, lack of operating substances, transportation problems, energy supply problems, operational disturbances of any kind, collective disputes and other labor disputes with employees, as well as the cut-off of an important subcontractor. All of the said circumstances shall entitle the extension of the delivery period also if they occur at the subcontractor's side. The Party affected by such circumstances shall notify without undue delay the other Party of the beginning and expected end of such constraints. The Parties hereby agree that in all these cases they are not obliged to compensate the other Party.

6.3 In the event of a delay of the Seller with delivery, the Purchaser shall provide a reasonable additional period for performance of at least 15 working days. After the time period extended in this way has expired in vain, the Purchaser shall have the right to withdraw from a contract or claim compensation for the part of the delivery that was not fulfilled properly and on time.

6.4 If, after the conclusion of a contract, there is a fundamental deterioration in the property situation of the Purchaser, or if such deterioration is known only after the conclusion of the contract, the Seller shall have the right to refuse performance and demand that the client provide a sufficient financial guarantee in accordance with Sections 2029 et seq. of the Civil Code. If the requirement of a financial guarantee is not met within the specified reasonable period after a notice, the Seller shall be entitled to withdraw from the contract.

6.5 Partial deliveries shall be considered as a completed transaction; they shall be invoiced separately and shall be paid for separately.

6.6 At the Seller's plant, the delivered Product shall be checked with regard to the dimensions specified by the Purchaser, the properties of the materials according to the drawings and in terms of surface defects and cracks, if they can be determined by a simple visual inspection. The costs for these routine inspections shall be included in the agreed prices.

6.7 Any additional inspections and applied testing methods requiring special arrangements shall be stated clearly in part drawings, orders and order confirmations. Special components of the price shall be determined for them.

#### VII.

##### Packaging, Shipping, Transfer of Risk

7.1 If the Purchaser does not communicate the requirements for the type of shipment, the Seller shall be entitled to choose the most suitable method of sending the Product without taking responsibility for the cheapest method of sending. By handing over the Product to the carrier, the effects of handing over the item to the Purchaser shall occur, and all costs and risks associated with the shipment of the Product shall be transferred to the Purchaser, even if the transport is carried out by the Seller's means of transport.

7.2 If the Product is damaged during transport, the Purchaser shall notify the Seller immediately after receiving the goods. The Seller shall insure the Product against transport damage if the Seller is expressly authorized by the Purchaser. In such a case, the Seller shall invoice the client for the insurance premiums incurred, but shall not assume responsibility for the insurance.

7.3 If the Product is prepared by the Seller for shipment and sending of the Product or its acceptance is delayed for reasons which are beyond control of the Seller, liability for damage shall pass to the client at the time of delivery of the

notification of readiness for shipment.

7.4 The Purchaser shall lose any warranty claim without such a written notification to the Seller.

#### VIII.

##### Complaint Obligation, Warranty and Guarantee

8.1 The rights and obligations of the Parties regarding the rights from defective performance shall be governed by the applicable generally binding legal regulations, in particular the applicable provisions of the Civil Code.

8.2 The Seller shall be held liable to the Purchaser for ensuring that the goods are in accordance with the purchase contract upon acceptance by the Purchaser, in particular that they are free of defects. Conformity with the purchase contract means that the goods have the quality and utility properties agreed upon in the purchase contract. In the event that the goods are not in accordance with the purchase contract upon acceptance by the Purchaser, the Purchaser shall have the right to have the Seller restore the goods to the condition corresponding to the purchase contract free of charge and without unnecessary delay. This shall not apply if the Purchaser knew before accepting the goods that the goods had a defect, or if the Purchaser caused the defect themselves, or that it was a defect which the Purchaser should have learned about by exercising usual care when concluding the contract. Any discrepancy with the purchase contract that manifests itself within six months from the date of

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acceptance of the goods shall be considered a discrepancy existing at the time of its acceptance by the Purchaser, unless this contradicts the nature of the item, or unless the Seller proves otherwise.

8.3 The Purchaser shall inspect the goods upon receipt, and if this is not possible, without undue delay after receipt, especially in terms of completeness, quantity and proper execution, which also includes the existence of properties in accordance with the contract. The delivery shall be considered to be approved if the Purchaser does not submit in writing within two weeks of delivery. If there is any deficiency, the Purchaser shall write down their reservations on the delivery note and inform the Seller in detail about the detected deficiencies, by e-mail or in another written form no later than 7 (seven) calendar days after delivery.

8.4 If a defect is not evident during a proper inspection, a complaint must be made, in writing or by fax, no later than 7 (seven) calendar days after its discovery.

8.5 The Purchaser shall be liable for the installation of the Products, incl. correct electrical connection, in accordance with applicable safety and other regulations and standards.

8.6 The Purchaser has been informed and hereby acknowledges that the delivered Product may be subject to deviations or reduced performance with sudden failure caused not by a defect in the Product, but by its technical characteristics. If the Product is intended to work continuously without

deviations or interruptions, the Purchaser shall provide, at their own expense and responsibility, a warning system that will immediately inform the user of any anomaly or deviation, so that the user is able to intervene immediately to prevent subsequent damage. The Seller shall in no way be held liable for interruptions in such cases.

8.7 If the Purchaser installs the Product in other devices in which the Product needs to be built in, the Purchaser shall inform the end user about the characteristics of the Product and its correct use, as well as the conditions of the Product warranty. If the Purchaser fails to fulfill this obligation and the Product or the device into which the Product has been built in does not function properly or is damaged, the Purchaser hereby acknowledges that such cases are not covered by the warranty. In such a case, the Seller shall not be liable for any damage to the Product itself or to the equipment in which the Product has been built in.

8.6 If the defective performance is a material breach of the contract, the Purchaser shall be entitled to remove the defect by delivering a new item without a defect or by supplying the missing item, to remove the defect by repairing the item, to a reasonable discount from the purchase price or to withdraw from the contract. The Purchaser shall notify the Seller of the right the Purchaser has chosen upon notification of the defect or without undue delay after notification of the defect. The Purchaser cannot change the choice

made without the Seller's consent.

8.7 If the defective performance is a minor breach of the contract, the Purchaser shall be entitled to have the defect removed, or to a reasonable discount from the purchase price.

8.8 If the Purchaser fails to notify the defect in time, the Purchaser shall lose the right to withdraw from the contract.

8.9. The Seller provides the Purchaser with a warranty for the Product that it is free of defects and meets the agreed criteria in accordance with the purchase contract. The warranty shall begin on the day of delivery to the Purchaser.

8.10. A standard warranty of 12/24 months is provided for the goods, unless a longer warranty period has been agreed upon. The warranty only covers material and manufacturing defects provided the Product has been stored properly, installed and used properly by the Purchaser in a suitable device. The warranty shall not apply to Products that have been installed improperly and under conditions that do not correspond to the correct and recommended installation, both indoors and outdoors. Any defect in the Product (i.e. a defect establishing the Seller's liability for defective performance, or a defect covered by the warranty) can be claimed at any time within the complaint period, determined by the length of the warranty period. The delivered quantity can be claimed within 10 (ten) working days from the date of receipt of the Product by the Purchaser. To avoid

any doubt, the Parties expressly excluded the application of Sections 1921, 1965, 2103, 2104, 2111 and 2012 of the Civil Code to the relationship established by the Contract.

8.11 The Seller provides no guarantee that the Product will comply with the local, national and other laws outside the territory of the Czech Republic, in particular laws on health and safety protection. The Purchaser shall be solely liable for complying with them and for any damages, fines or penalties resulting from such violation. The Seller's liability for damage (to persons or property, production damage, loss of profit, consequential damage) is expressly excluded. The costs associated with the assembly and disassembly of the Product are the exclusive expense of the Purchaser.

#### IX. Reservation of Ownership

9.1 The Seller reserves ownership of all the Products delivered by the Seller until all, even later, claims from business relations between the Seller and the Purchaser have been satisfied, in accordance with Section 2132 and 2133 of the Civil Code.

9.2 If the goods are accepted back by the Seller on the basis of reservation of ownership, the Purchaser shall be credited with the value that could be achieved in the event of a possible further sale instead of the invoiced amount, while the costs incurred by the Seller in the sale shall also be borne by the Seller.

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9.3 The Purchaser hereby undertakes to fulfill all the obligations established by the legal regulations in force in the Purchaser's country in order to exercise the Seller's right to claim unpaid Products, including from third parties.

**X.  
Confidentiality Clause**

10.1 The Parties, regarding any confidential information that the Parties make available or otherwise enable to become familiar with on the basis of or in connection with the Contract or the negotiation of its conclusion: - shall not disclose or otherwise make available to third parties, - shall not use it in a different way or for a purpose other than that agreed upon, - shall not in any way copy or make duplicates, backup copies, etc. without the prior consent of the other Party, - shall maintain, handle and process it in such a way that there is no violation of the provisions of the Contract, these General Terms and Conditions (purchase) or the law, - shall not use it for their own benefit or for the benefit of a third party unless it follows from the terms of the Contract or these General Terms and Conditions (purchase), - nor shall otherwise misuse it against the interests of both the Parties.

10.2 Confidential information shall mean any commercial, technical, financial, organizational and other information relating directly or indirectly to the Purchaser and the Seller, their specific employees, business partners, clients or suppliers, but not only the information expressly mentioned here, captured

in any form on any medium, as well as oral information, provided or otherwise made available to the other Party during the negotiation of the conclusion of the Contract or on the basis of and within the framework of the concluded Contract by members of its bodies, its employees, advisers, persons controlled by a party to the contract, etc.

10.3 The term 'confidential information' shall mean either data or a set of data listed on a certain data storage medium, as well as the relevant data storage medium on which the data is recorded. Furthermore, the term 'confidential information' shall also include messages or communications sent in any form.

10.4. The term 'confidential information' shall not include information that is or will become publicly known during the term of the Contract or these General Terms and Conditions, other than by breach of obligations under the law, these General Terms and Conditions or the concluded Contract or breach of duty by a third party.

5. Obligations under these General Terms and Conditions and the concluded Contract shall not limit the possible obligation of the Parties to provide information and communications to state and other authorities, especially courts and the police, if such an obligation results from a generally binding legal regulation or a final decision issued on the basis of and in accordance with a generally binding legal regulation.

**XI.  
Governing Law**

11.1 These General Terms and Conditions are drawn up in accordance with the Czech law.

11.2 All the legal relations between the Parties to the Contract, of which these General Terms and Conditions are a part, shall be governed by the Czech law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.3 If the Purchaser is a person based in an EU member country, all the disputes that will arise between the Parties from the concluded Contracts and these General Terms and Conditions and are not resolved by mutual negotiation between the Parties within 30 (thirty) days after a dispute between the Parties arose, shall be decided by the relevant court of the Seller, i.e. the locally and materially competent Czech court based on the Seller's registered office.

11.4. If the Purchaser is a person not based in an EU member country, all disputes that arise between the Parties from the concluded Contracts and these General Terms and Conditions and are not resolved by mutual negotiations between the parties within 30 (thirty) days after a dispute between the Parties arose, the dispute based on the proposal of any of the Parties shall be decided exclusively and finally by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic with its seat in Prague, the Czech Republic, in accordance with its rules and regulations by a panel composed of 3 (three)

arbitrators also appointed in accordance with the rules and regulations of this Arbitration Court. The arbitration shall take place in Prague and shall be conducted in the Czech language.

**XII.**

**Final Provisions**

12.1 In the event of the ineffectiveness of any provision, the validity of the other provisions shall not be affected.

12.2 Additional oral agreements shall only be valid if they have been confirmed in writing.

12.3 The text of the Terms and Conditions may be changed or supplemented by the Seller. This shall not affect the rights and obligations arising during the effective period of the previous version of the Terms and Conditions.

12.4 These Terms and Conditions shall become valid on 29.05.2023. All the previous Terms and Conditions of the Seller shall become invalid on this date.

In Jičín, date: 29.05.2023

On behalf of Hydra a.s.

*Jana Myšková*  
Ing. Jana Myšková,  
Chairman of the Board of Directors

The Purchaser has been familiarized with the General Terms and Conditions. - Company name:

Date .....  
Signature:

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