

General Terms and Conditions of RM GASTRO EU SE for Manufacturing and Sales valid from 1 January 2025

RM GASTRO EU SE

Náchodská 818, 193 00 Prague

Company ID: 21842833

VAT ID: CZ21842833

I. Scope of Validity

1. These General Terms and Conditions apply to all business activities of Jana Richter – RM GASTRO, RM GASTRO, s.r.o., and RM GASTRO EU SE (hereinafter “RM GASTRO”) in which RM GASTRO enters into contractual relationships with third parties (hereinafter the “Customer”).
2. Individual provisions of these Terms and Conditions may only be replaced by an explicit agreement in a written contract. A written contract is either a document signed by both parties (for the purposes of these Terms hereinafter the “Contract”), or an order from the Customer and its confirmation by RM GASTRO with the parties’ signatures on separate documents. For these purposes, a “signature” also means the written name of the signing person in electronic correspondence, a “document” also means another data carrier, such as an email, and “written form” also includes fax or electronic form.
3. These Terms and Conditions are freely available on the internet (www.rmgastro.com), and a reference to them is included in all promotional and business materials of RM GASTRO. The Customer accepts them by placing an order, unless expressly stated otherwise in specific cases. The Customer cannot claim ignorance of or disagreement with these Terms if no objection is raised within 3 days after the order confirmation by RM GASTRO. These Terms and Conditions are binding on both parties whenever they are referenced in a concluded Contract, Order Confirmation, or oral agreement.
4. By concluding a written or oral contract that includes these Terms, all previous agreements, commitments, and arrangements—whether written or unwritten—related to the subject matter of the contract are replaced.

II. Contracting Parties

1. **RM GASTRO:** as specified
2. **Customer:** a legal or natural person specified in the relevant order or Contract

III. Ordering Conditions

1. A written order must include the identification of the Customer, i.e. company name and registered office for legal entities, or business address and residence for natural persons, Company ID, VAT ID, order number, description of the requested goods or work (hereinafter the “Goods”), quantity, place of delivery, and delivery date.
2. RM GASTRO is entitled to adjust in the order confirmation the quantity or properties of the requested Goods with regard to their nature and production method (e.g. rounding to

running or square meters, kilograms, adapting to production dimensions, materials, machinery, etc.). If this results in a change in the ordered quantity of more than 10% or a change in essential properties of the Goods, such change must be approved by the Customer. If no properties are agreed, the Goods must meet the general technical requirements according to the applicable standards for the given type of Goods at the time of delivery. Statements in information materials, manuals, catalogues, websites, or other information regarding the Goods are binding for RM GASTRO only if explicitly referenced in the offer or the Contract.

3. If RM GASTRO submits a specific offer to the Customer, it reserves a 14-day acceptance period from delivery; after that, it is no longer bound by the offer. If the Customer places a specific order, RM GASTRO will confirm it within 14 days; otherwise, the Customer has the right to cancel the order. If the order is made in writing, the cancellation must also be made in writing. RM GASTRO may validly conclude the Contract by confirming the order until the moment it receives a valid cancellation. Without order confirmation, no Contract is concluded.
4. An order confirmation or Contract containing conditions different from these Terms must be concluded in writing and must clearly express the mutual will of both parties; otherwise, these Terms apply.

IV. Price

1. The purchase price or work price (hereinafter the "Price") is set in the Contract as either fixed or variable, consisting of a fixed component (base price) and a variable component depending on market fluctuations. The Price does not include VAT. RM GASTRO will state the Price in the order confirmation. If the Customer does not raise written objections to the stated Price within 3 days of receiving the order confirmation, the Price is deemed agreed. During this period, the delivery period does not begin to run; however, the Customer may confirm the Price earlier. The Price is also deemed agreed if the Customer accepts the Goods without prior written objections before this period expires.
2. Unless otherwise specified in the Contract or order confirmation, the Price does not include appropriate packaging, tests carried out by TÜV, authorities, or other institutions. The Customer bears the costs of loading and transport to the destination, unless otherwise agreed.

V. Payment Terms

1. RM GASTRO is entitled to invoice the Price no earlier than at the time of delivery of the Goods.
2. The basis for payment is the invoice. The delivery date stated on the invoice is the date of taxable supply. The invoice must contain the identification of RM GASTRO and the Customer, order number, subject of performance, date of issue, due date, quantity, weight, and other statutory requirements.
3. Unless otherwise agreed, the invoice is due within 30 days from the date of issue. RM GASTRO shall send the invoice without delay to the Customer's address.
4. RM GASTRO reserves the right to require advance payment or cash payment before collection of the Goods in certain cases.

5. Payment is deemed made when the full amount, including any increases, interest, fees, or penalties, is credited to RM GASTRO's account.
6. In case of delay in payment, RM GASTRO is entitled to a contractual penalty of 0.05% of the outstanding amount for each day of delay. This does not affect the right to statutory interest or compensation for damages.
7. The Customer's rights of set-off, lien, or retention are excluded.
8. The payment gateway provider is **Comgate, a.s.**
9. The Comgate payment gateway supports Visa, Visa Electron, Mastercard, Maestro, Apple Pay, Google Pay, and bank transfers.

VI. Delivery and Other Conditions

1. Unless shipment is agreed, delivery is EXW from RM GASTRO's warehouse. If shipment is agreed without a specific delivery place, delivery is completed upon handover to the first carrier. RM GASTRO may deliver earlier or in partial shipments unless otherwise agreed.
2. The risk of damage passes to the Customer upon delivery.
3. If the Customer refuses to accept the Goods without justification, RM GASTRO may withdraw from the Contract and claim a contractual penalty.
4. Delivery dates depend on the nature of the order. In cases of force majeure, RM GASTRO may cancel the order or reasonably extend the delivery time.
5. In case of excessive delay, the Customer may withdraw from the Contract for the undelivered part, without compensation.

VII. Transfer of Ownership

1. Ownership of the Goods passes to the Customer only upon full payment.
2. In case of non-payment, RM GASTRO reserves the right to repossess the Goods.
3. If the Customer processes or sells unpaid Goods, RM GASTRO acquires corresponding ownership or claims until full payment is made.

VIII. Claims

1. Claims regarding quantity and apparent defects may be made no later than the day following delivery of the Goods. Hidden defects may be claimed no later than 180 days from delivery; otherwise, the right shall expire. In both cases, claims must be submitted in writing and must include in particular: identification of the claimed Goods, the number of defective (or missing) items, the delivery from which the claimed Goods originate (invoice number), and a description of the defect.
2. After verification of quantity defects, the claim shall be settled, where possible, by immediate additional delivery.
3. Quality claims concerning apparent and hidden defects shall be assessed by an authorized employee of RM GASTRO within 5 working days after receipt of the defect report from the Customer. The results of the investigation and a binding statement on the method of settlement shall be delivered to the Customer within 30 days from submission of the claim. If

RM GASTRO acknowledges the validity of the claim, it shall settle it, at its own discretion, by one of the appropriate methods pursuant to Section 436 (1) of the Commercial Code, taking into account the Customer's request. In the event of replacement, all replaced parts shall become the property of RM GASTRO. The Customer is entitled to have the claim settled but is not entitled to compensation for related damage or loss of profit. RM GASTRO is liable only for such properties of the Goods as are expressly agreed in the Contract; otherwise, it is liable only for compliance with general technical requirements under the applicable technical standards for the given type of Goods at the time of delivery.

4. RM GASTRO shall not be liable for functional, qualitative, or legal defects of the Goods if the Goods have been improperly or unprofessionally used, excessively stressed, subject to unauthorized intervention, or sold by the Customer to a third party. RM GASTRO shall not be liable for any damage that has arisen or may arise as a result of defects in the Goods. Except for expressly stated exceptions set out in these Terms and Conditions or otherwise agreed, RM GASTRO shall under no circumstances, including product liability, be liable for incidental, indirect, or consequential losses or damages, including loss of profit, loss of production, or claims by the Customer's clients. No claim based on liability may be asserted against RM GASTRO if notification is made after 180 days from delivery of the Goods to the Customer.
5. For the trouble-free operation of dishwashers and combi ovens, we recommend using RM branded chemicals. They are manufactured to the highest quality standards specifically for RM equipment. When using chemicals from another manufacturer, we cannot guarantee compatibility with operating parameters or effects on the internal components of the equipment. If detergents and rinse agents other than the RM range are used, the impact of such chemicals shall also be assessed by an authorized RM GASTRO employee when handling claims regarding RM dishwashers or combi ovens.
6. By issuing and delivering the warranty certificate, RM GASTRO provides the Customer with a quality warranty under the conditions stated therein.

IX. Dispute Resolution

1. The parties shall attempt to resolve disputes amicably.
2. If no agreement is reached, disputes shall be settled by the competent Czech court under Czech law, with local jurisdiction agreed as the District Court in Tábor or the Regional Court in České Budějovice (Tábor branch), as applicable.

X. Final Provisions

1. Both parties must promptly inform each other of any circumstances affecting contractual performance.
2. Unless otherwise stated, time limits begin on the day of delivery of the notice.
3. In matters not covered by these Terms, the relevant provisions of the Civil and Commercial Codes apply.
4. Each clause is independent; if any provision is invalid or unenforceable, the remaining provisions remain in force.