



General Terms and Conditions of RM GASTRO for manufacturing and sales Effective from 1 May 2021

I. Scope of application

1. These general terms and conditions apply to all business activities of Jan Richter – RM GASTRO, RM GASTRO s.r.o. and RM GASTRO CZ s.r.o. (from now on referred to as „RM GASTRO“) when RM GASTRO enters contractual relationships with third parties (from now on referred to as „Customer“).
2. Individual provisions of the terms and conditions can only be replaced by an express agreement in a written contract. A written contract is either with the parties' signatures on the same document (for these Terms and Conditions from now on referred to as „Contract“) or in the form of a customer's order and its confirmation by RM GASTRO with the parties' signatures on separate sheets. For these purposes, „signature“ also means a verbal expression of the name of the signing person in electronic correspondence, „document“ also means any other carrier of information, such as e-mail, and „written form“ also means 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 RM GASTRO promotional and commercial materials. The Customer accepts them by its order unless it explicitly states otherwise in individual cases. The Customer cannot claim ignorance or disagreement with these conditions if it does not object to them within three days of RM GASTRO's order confirmation. These terms and conditions are binding on both parties in all cases where they are referred to in a concluded Contract or Confirmation of the order or an oral contract.
4. By entering a written or oral contract, the terms of which are these conditions, all previous agreements, obligations, and agreements, whether written or unwritten, about the subject matter of this contract are replaced.

II. Contracting parties

1. RM GASTRO: as specified.
2. Customer: Legal or natural person designated in the relevant order or Contract

III. Ordering conditions

1. A written order must contain the identification of the Customer, i.e. the company name, registered office for legal entities or place of business and domicile for natural persons, ID number, VAT number, order number, designation of the required goods or work (from now on referred to as „Goods“), its quantity, place, and delivery date.
2. RM GASTRO is entitled to adjust the quantity or properties of the required Goods in its confirmation of the order considering the nature and form in which it is manufactured (e.g. rounding to standard or square meters, kilograms, adapting to production dimensions, materials, and machinery, etc.). If this would result in a change in the ordered quantity by more than 10 % or a change in the essential properties of the Goods, the Customer must approve this change. If no properties of the Goods are agreed, they must meet the general technical requirements according to technical standards for the type of Goods at the time of delivery. Statements contained in information materials, manuals, catalogues, websites, or other information relating to the Goods only bind RM GASTRO if they are expressly referred to in the offer or the Contract itself.
3. If RM GASTRO makes a targeted offer to the Customer, it reserves the right to accept it for 14 days from delivery; otherwise, it is no longer bound by its offer. If the Customer makes a targeted order to RM GASTRO, RM GASTRO will confirm it to the Customer to conclude a contract within 14 days of receipt. Otherwise, the Customer has the right to cancel the order. If the order is made in writing, its cancellation must also be made in the same form. RM GASTRO may validly conclude a contract by confirming the order until the receipt of its valid cancellation. No contract is concluded without confirmation of the Customer's order by RM GASTRO.
4. A confirmation of the order or Contract containing conditions that differ from these terms and conditions must be concluded in writing. It must, without doubt, express the mutual will of the parties. Otherwise, these terms and conditions apply.

IV. Price

1. The purchase price or price for the work (from now on referred to as „Price“) is set out in the contract as a fixed or variable price consisting of a fixed (introductory price) and a variable component depending on market fluctuations. The price does not include VAT. RM GASTRO will state the Price in the confirmation of the order. Suppose the Customer does not raise any written objections to the Price stated by RM GASTRO within three days of receipt of the order confirmation. In that case, the Price stated in the confirmation of the order shall apply as the agreed Price. The delivery deadline does not run for this period, but the Customer may confirm the Price even before the expiry of this period. The Price also applies as agreed if the Customer, without prior written objections against the Price, takes delivery of the Goods before the expiry of this period.
2. If not otherwise stated in the Contract or confirmed order, the Price does not include appropriate packaging or any tests carried out by TUV, authorities or other institutions. The Customer shall bear the costs of loading and transporting the Goods to the place of destination unless it is agreed that RM GASTRO bears them.

V. Payment terms

1. RM GASTRO is entitled to invoice the Price no earlier than upon delivery of the Goods.
2. The basis for payment of the Price of the Goods is the invoice. The date of delivery of the Goods stated on the invoice is the date of taxable performance. The invoice must include the identification of RM GASTRO and the Customer, the order number, the subject of the performance, the information on the date of issue of the invoice and its due date, the quantity, weight, and any other requirements of the tax document according to the legal regulations.
3. If not agreed otherwise, the invoice's due date is 30 days from its issue. RM GASTRO is obliged to send the issued invoice without delay to the address of the Customer that it will inform it; otherwise, it will send it to the address stated in the order in the Contract or the commercial register.
4. In some cases, RM GASTRO reserves the right to request a down payment or cash payment before the delivery of the Goods.
5. Payment means the moment of full crediting of the outstanding amount, including all possible increases, interest, fees, penalties or other accessories under the law, contract or these terms and conditions to the account of RM GASTRO. If a claim for compensation for damage arises, the payment shall be credited first to this damage. If the Customer fulfils more obligations, the provision of § 330 of the Commercial Code shall apply, with the proviso that the right of choice only belongs to the creditor.
6. In case of default in payment of a monetary amount, RM GASTRO is entitled to request from the Customer a contractual penalty of 0.05% for each day of default after the debt's due date. RM GASTRO's claim for statutory default interest and compensation for damage is not affected. This provision applies if payment is made in a currency other than Czech crowns.
7. The Customer's right to set-off, the Customer's lien, and the Customer's retention right are excluded.

VI. Delivery and other terms

1. If it is not agreed that RM GASTRO is obliged to send the Goods, the obligation to deliver the Goods is fulfilled now when RM GASTRO enables the Customer to load the Goods in its warehouse at its registered office, i.e. the ex-works (EXW) clause applies. Suppose it is agreed that the Goods are to be sent, but the place of delivery is not agreed upon. In that case, the obligation to deliver the Goods is fulfilled now of its delivery to the first carrier for delivery to the Customer. If not agreed otherwise, RM GASTRO has the right to deliver the Goods even before the specified time or to divide the Goods into several partial deliveries and the Customer is obliged to accept them. If it is not proven otherwise, it is considered that the obligation to deliver the Goods was fulfilled on the last day of the agreed term. With the Goods, RM GASTRO shall provide the documents to the Customer according to the Contract.

2. The risk of damage to the Goods passes to the Customer at delivery time. However, if RM GASTRO is obliged to send the Goods and it was agreed to deliver them to a specific place, the risk of damage to the Goods passes to the Customer upon delivery to the first carrier for its transportation to this place.
3. If the Customer unreasonably refuses to accept the Goods, RM GASTRO has the right to terminate the contract. In such a case, RM GASTRO shall have the right to pay a contractual penalty from the Customer in the amount of 25 % of the agreed price of the Goods for standard production and in the amount of 75 % of the agreed price of the Goods for atypical production made to order of the Customer. Termination of the contract does not affect RM GASTRO's claim for payment of the contractual penalty and compensation for damage, including lost profit. The agreed contractual penalty cannot be offset against compensation for damage.
4. The delivery date of the Goods depends on the nature of the order and is the subject of agreement between the two contracting parties. In the event of an intervention of force majeure or other circumstance that occurred outside the due care of the parties (e.g. natural disaster, war, strike, malfunction in production, etc.), RM GASTRO reserves the right to cancel the order or a reasonable extension of the delivery date. This fact cannot, in any case, be a reason for the assertion of sanctions or the enforcement of subsequent damages by the Customer. If the parties do not agree upon the delivery date, a reasonable period determined according to the production plan of RM GASTRO and its suppliers applies.
5. If the delivery of the Goods is delayed to such an extent that it would be unreasonable to ask the Customer to take delivery of it, the Customer is entitled to terminate the contract in the scope of the volume of Goods not yet delivered, and that without any compensation, by giving written notice to RM GASTRO, effective on the day of its receipt by RM GASTRO. In the event of such contract termination, neither party is entitled to any compensation or reimbursement of the deposit for the Goods not yet delivered, and the Goods not yet delivered in transit will be returned. However, the Customer's right to terminate the contract shall not arise until the delay in delivery exceeds three months. Suppose RM GASTRO announces the delivery of the Goods in a new specific period. In that case, the Customer must announce the termination of the contract within three days of receipt of such announcement. Otherwise, the agreement shall remain in force. RM GASTRO shall not be liable for any damage or consequences caused by the delayed delivery of the Goods.

VII. Acquisition of ownership

1. Ownership of the Goods shall pass to the Customer upon payment as defined in these Terms and Conditions. In other words, the Customer becomes the owner of the Goods when they have paid for them in total, by the terms and conditions of the contract.
2. RM GASTRO reserves the right to repossess the Goods in the event of non-payment. RM GASTRO is entitled to repossess the Goods in the possession or control of the Customer until the ownership of the Goods has passed to the Customer. For this purpose, RM GASTRO is contractually authorised to enter the property or building where such Goods are located. If the Customer fails to pay for the Goods, RM GASTRO is entitled to take them back. RM GASTRO can do this by entering the property or building where the Goods are located.
3. If the Customer manufactures or processes the delivered but unpaid Goods into a new product, RM GASTRO shall become (co-)owner of the new item to the extent corresponding to the price of the unpaid Goods and until the payment for the original delivered Goods. Suppose the Customer sells or otherwise transfers the unpaid Goods or the processed product from them to a third party. In that case, RM GASTRO shall simultaneously assign its claim arising from the said title to any third party to the extent of the Customer's debt to RM GASTRO.

VIII. Warranty

1. Claims for quantity and apparent defects can be made no later than the day following delivery of the Goods. Hidden defects of the Goods can be claimed no later than 180 days from its delivery; otherwise, this right will lapse. Both cases can be claimed only in writing, and the claim must include the designation of the claimed Goods and the number of defective (or missing) pieces, the delivery from which the asserted Goods originates (invoice number) and a description of the defect.
2. After verification of quantity defects, the claim is settled as soon as possible by an additional delivery.
3. A responsible RM GASTRO employee assesses qualitative claims for obvious and hidden defects within five working days of receiving the defect report from the Customer, and RM GASTRO submits the results of the investigation and a binding opinion on the solution to the Customer within 30 days of its submission. Suppose RM GASTRO recognises the justification of the claim. In that case, it will settle it at its discretion by one of the appropriate methods according to § 436 (1) of the Commercial Code, considering the Customer's requirements. In the case of replacement, all replaced parts are payable by RM GASTRO. The Customer has the right to settle the claim but does not have the right to compensation for related damage or loss of profit. RM GASTRO is only liable for such properties of the Goods as are expressly agreed in the contract. Otherwise, it is only liable for meeting the general technical requirements according to technical standards for the type of Goods in question at the time of delivery.
4. RM GASTRO is not liable for functional, qualitative, or legal defects of the Goods, for Goods that have been improperly or unprofessionally used, used disproportionately, unauthorised interventions have been made or sold by the Customer to a third party. RM GASTRO is not liable for any damages that may have arisen or arise because of defects in the Goods. With the expressly stated exceptions set out in these Terms and Conditions or agreed in another way, RM GASTRO is not liable for any circumstances, including the manufacturer's product liability, for accidental, indirect, or consequential losses or damages, including lost profits, lost production, or claims from the Customers of the Customer. No claim can be made against RM GASTRO under the liability title if the notification is made after 180 days of delivering the Goods to the Customer.
5. We recommend using RM brand chemicals for trouble-free dishwasher and convection oven operation. It is manufactured in the highest quality to measure devices of the RM brand. When using chemicals from another manufacturer, we cannot guarantee the compatibility of the substances and operating parameters and their effect on the device's internal components. In the case of using washing and rinsing detergents other than the RM range, the influence of the chemicals will also be assessed by a responsible RM GASTRO employee in the event of a complaint about RM range dishwashers or convection ovens.
6. By issuing and delivering the warranty certificate, RM GASTRO provides the Customer with a warranty for quality under the conditions stated therein.

IX. Dispute resolution

1. In disputes, the parties will attempt to find a mutually acceptable solution through negotiations.
2. If no mutually acceptable solution can be found, the dispute will be resolved by a relevant Czech court by Czech law. For such a case, the parties agree to the jurisdiction of the District Court in Tábor if the case falls within the jurisdiction of a district court, and the Regional Court in České Budějovice, Branch in Tábor if the case falls within the jurisdiction of a regional court.

X. Final provisions

1. RM GASTRO and the Customer are obliged to notify the other contracting party without delay of any circumstances that would affect the performance of obligations under the concluded Contract.
2. Unless otherwise provided or unless it appears from the circumstances otherwise, the running of time limits begins on the day of delivery. The relevant legal provisions on service in civil proceedings, including creating the fiction of service if a party avoids service, shall apply to service.
3. In the event of a situation being resolved outside the scope of the above General Terms and Conditions, the relationships of the contracting parties shall be governed by the relevant provisions of the Civil Code and Commercial Code.
4. Each of the above clauses of the General Terms and Conditions or the Contract is effective as a separate provision. The others remain in force if they are invalid or unenforceable under the law.