

**ALEXANDER ELECTRIC s.r.o.**

**GONCHAROV ELECTRIC JET s.r.o.**

## TERMS AND CONDITIONS

Reviewed 06/05/2015

### 1- Introduction

Orders are accepted by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**, and are subject to these terms and conditions. Purchaser's order is accepted only on the express understanding and condition that any terms or conditions of sale specified by purchaser on a purchase order, purchase contract, order form or otherwise which are in conflict with, inconsistent with, or in addition to the terms and conditions of sales contained herein, shall not be binding upon **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** unless expressly accepted in writing by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** Acceptance of purchaser's order will create a complete and binding contract between purchaser and **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**, on the terms set forth herein and in **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** Written form of acceptance will supersede all prior communications. Except as otherwise set forth in these Terms, **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** must specifically agree to any addition or change to the Sales Agreement in a non-electronic writing signed by an authorized representative of **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** before becoming binding on **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**

### 2- Prices

Prices for products, whether specified in seller's price list, written quotation, or acknowledgement are subject to change without notice. In addition to the price of the products as set forth in the Sales Agreement, buyer agrees to pay to **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**, use, excise, or similar taxes applicable to the sale of the products and such other costs and expenses described in these Terms.

### 3- Taxes

Any current or future tax or governmental charge (or increase in same) affecting seller's costs of production, sale, delivery or shipment, or which seller is otherwise required to pay or collect in connection with the manufacture, sale, delivery, storage, or use of the products, shall be for buyer's account. Any tax or charge that **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** may be required to collect or pay shall either be paid by buyer or buyer shall provide to **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** appropriate resale certificate numbers and other documentation satisfactory to the applicable taxing authority to substantiate any claim of exemption from any such tax or charge.

### 4- Payment

No order shall be binding upon **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** until the order has been accepted by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**

**ELECTRIC JET s.r.o.** in a formal order acknowledgment. All orders must be consistent with established lead times. The amount of credit or terms of payment may be changed or credit withdrawn by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** at any time. Invoices are payable in a currency specified in the invoice. The exchange rate is based on the exchange rate on the date of invoice. Terms of payment are subject to change by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** at any time if necessary. If collection procedures are required, buyer shall pay all costs of collection, including but not limited to collection fees, reasonable attorneys' fees, court costs and interest. Each delivery of the products shall be considered a separate and independent transaction and payment thereof shall be made accordingly. In the event of the bankruptcy or insolvency of purchaser or in the event any proceeding is brought by or against purchaser under any bankruptcy or insolvency laws, **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** shall be entitled to (a) stop in transit or divert to itself any shipment in transit and (b) cancel any order then outstanding in addition to any other remedies under law, receive reimbursement for its cancellation charges. Each shipment shall be considered a separate independent transaction, and payment therefore shall be made accordingly.

#### 5- Delivery

**ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** will deliver the products pursuant to applicable freight classifications. Buyer must pay all transportation costs of the products. **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** may make partial deliveries at **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** sole discretion. If buyer refuses to accept delivery of any of the products, such products will be held by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** awaiting buyer's instruction for twenty (20) days, after which **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** may deem the products abandoned and dispose of them as it sees fit, without crediting buyer's account. Buyer shall inspect the products delivered to it by seller immediately upon receipt, and buyer is to give a notice of any claim within thirty (10) days upon receiving goods. A delivery date indicated by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.**, is estimated but is not guaranteed. **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** will endeavor to meet the delivery date specified to buyer. **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** shall not be liable for any delay or failure in the delivery or shipment of the products, or for any resulting damages, when the delay or failure is directly or indirectly due to accident (in manufacture or otherwise), errors, omissions, fire, flood, riot, war, embargo, labor stoppages, computer malfunctions, inadequate transportation facilities, regularity by any governmental authority, or any other causes beyond **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** reasonable control. Moreover, **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** shall have no liability for any liquidated damages or penalty or special, indirect or consequential damages under any circumstances whatsoever. If any contingency occurs, **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** may allocate production and deliveries among **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** customers. All shipments will be made by means of a courier at **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** discretion unless specific instructions from buyer indicate an alternative. If for any reason purchaser is not prepared to accept delivery of goods, **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** may

store the goods at purchaser's expense and risk and such storage shall constitute shipment and delivery to the purchaser.

#### 6- Warranty

In case of failure of a PSU:

1. The client or distributor must provide an official detailed written complaint notification to the manufacturer (by fax or e-mail). The application form is presented here [Application for Reclamation](#). Sending of a failed PSU is not necessary at the initial stage. Failure notification must contain maximum of any possible detailed information as the application requires.
2. On the basis of the information received, the manufacturer will decide upon further possible actions:

**a) The warranty case**, repair or replacement by exchange of the failed product;

**b) Non-warranty case**, substitution is possible at the expense of the customer;

**c) Necessity of in-depth analysis at the territory of the manufacturer case**,

(in this case, sending of the failed product to the manufacturer is carried out by the client at his own expense, should the warranty case be confirmed after manufacturer analysis, repair or replacement and shipment is fully paid by the manufacturer and the case is treated like described in point **a)**. Should the manufacturer analysis not prove fault of manufacturer the case is treated like described in point **b)**).

#### 7- Changes

Buyer may request changes or additions to its order. In the event that such changes or additions are accepted by seller, seller may revise the price and dates of delivery. Seller reserves the right to change designs and specifications for the products or to discontinue production of the products without prior notice to buyer, except with respect to products being made in accordance with buyer's specifications. Seller will give buyer ninety (90) days notice in the event that seller decides to discontinue manufacture of products being made in accordance with buyer's specifications. In the event of any of the foregoing changes, seller agrees to use reasonable commercial efforts to assist buyer in selecting a suitable alternative product. Seller shall have no obligation to make such change for any products manufactured prior to the date of such change.

#### 8- Assignments

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of seller, and any such assignment, without such consent, shall be void.

#### 9- Patents

**ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.** does not warrant that the purchaser shall be free from any rightful claim of third persons for patent infringement. Purchaser shall indemnify, defend and hold **ALEXANDER ELECTRIC s.r.o. and GONCHAROV**

***ELECTRIC JET s.r.o.*** harmless against all expenses, damages, costs or losses (including reasonable attorney's fees) arising or resulting from any claim, action, suit or proceeding brought for infringement of patents or trademarks or for unfair competition by reason of (a) purchaser's manufacture or sale of goods incorporating ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** products (b) goods made to purchaser's specifications (c) purchaser's manufacturing or other process utilizing any product, furnished hereunder or (d) any non infringing product furnished hereunder when modified by purchaser or combined by purchaser with products not supplied by ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** Sales of products, or any parts thereof, hereunder confers on purchaser no license or other right in any patent, trademark, trade secret, or copyright now held by or which may in the future be obtained by ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.***

#### 10- Unintended applications

Unless specifically otherwise agreed in writing by ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.***, customer acknowledges that products sold by ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

#### 11- Liability limitation

IN NO EVENT IS ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOSSES (INCLUDING LOST PROFITS AND ANY OTHER FORM OF ECONOMIC LOSS) REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE. THE LIABILITY OF ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY BUYER TO ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** FOR THE PRODUCTS GIVING RISE TO SUCH DAMAGES. ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** will not be liable for any inaccuracies of information published by ***ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o.*** relating to the products. The seller accepts no liability for any errors, omissions or other defects in any drawings, designs, technical data or specifications, either supplied by the purchaser or a third party manufacturer, and accepts no liability for any loss or damage resulting from curtailment or cessation of supplies following any variation in or from such drawings, designs, technical data or specifications.

#### 12- Packaging

The purchaser shall meet the cost of any special packaging requested by the purchaser or any packaging rendered necessary by delivery by any means other than the seller's normal means of delivery. The purchaser shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

### 13- Additional Terms and Conditions

(a) The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of these conditions.

(b) The failure by the seller to exercise or delay by the seller in exercising a right or remedy provided by a contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a contract or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.

(c) A person who is not a party to a contract has no right under the contracts to enforce any term of that contract but this does not affect any right or remedy of a third party which exists or is available apart from that contract.