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Čeština - VŠEOBECNÉ OBCHODNÍ A DODACÍ
PODMÍNKY SPOLEČNOSTI SPIROL S.R.O.

Deutsch - ALLGEMEINE VERKAUFS- UND
LIEFERBEDINGUNGEN DER SPIROL S.R.O.

English - TERMS AND CONDITIONS OF SALE
OF SPIROL S.R.O.

Español - CONDICIONES GENERALES DE
VENTA Y SUMINISTRO DE SPIROL S.R.O.

Français - CONDITIONS GÉNÉRALES DE
VENTE ET DE LIVRAISON DE LA SPIROL S.R.O.

Polski - OGÓLNE WARUNKI SPRZEDAŻY I
DOSTAW SPIROL S.R.O.



ENGLISH**ČEŠTINA****I. Application of These Terms & Conditions**

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.

I. Použití těchto obchodních podmínek

(1) Veškeré dodávky, služby a nabídky společnosti SPIROL S.R.O., Praha, Česká republika („SPIROL“) se realizují výhradně podle těchto Všeobecných obchodních a dodacích podmínek („VODP“). Jsou součástí veškerých smluv, které společnost SPIROL uzavírá se svými smluvními partnery (dále také „kupující“) o dodávkách a službách (dále také „zboží“) nabízených společností SPIROL. Tyto VODP jsou pokládány za přijaté nejpozději s přejímkou zboží. Platí i pro veškeré budoucí dodávky, služby nebo nabídky kupujícímu, i když se znovu zvláště nedojednávají.

(2) Všeobecné obchodní podmínky kupujícího se tímto zamítají. Nebudou obsahem smlouvy ani tehdy, když společnost SPIROL jejich platnost v jednotlivých případech zvláště nezamítne. I když v souvislosti s uzavřením smlouvy odkazuje SPIROL na dopis resp. nabídku kupujícího, která obsahuje obchodní podmínky kupujícího nebo třetí osoby nebo na ně odkazuje, neplatí žádný souhlas s platností těchto podmínek.

(3) Pro právní vztahy mezi společnostmi SPIROL a kupujícím je směrodatná jediné písemně uzavřená smlouva, včetně těchto VODP. Tato dokonale reprodukuje všechny dohody mezi stranami ohledně předmětu smlouvy.

(4) Ústní dohody nebo dohody odlišné od těchto VODP před uzavřením smlouvy a během uzavírání smlouvy jsou právně nezávazné a nahradí se písemnou smlouvou, pokud není v jednotlivých případech z ústí dohod výslovně patrné, že budou nadále závazně platit. Pro obsah takovýchto dohod je směrodatná písemná smlouva resp. písemné potvrzení společností SPIROL.

(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.	(5) Změny provedených dohod včetně těchto VODP jsou platné jen v písemné formě. S výjimkou jednatelů společnosti nebo prokuristů nejsou zaměstnanci společnosti SPIROL oprávněni činit odlišné ústní dohody.
II. Conclusion of the Contract, Order Acknowledgement	II. Uzavření smlouvy, potvrzení objednávky
(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.	(1) Uzavření smlouvy mezi společnostmi SPIROL a kupujícím nabude účinnosti po potvrzení společností SPIROL. Smlouva se může potvrdit písemně, faxem, e-mailem. V případě nabídky společnosti SPIROL kupujícímu se smlouva uzavře písemným vyjádřením kupu jícího o přijetí nabídky.
(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.	(2) Aby se vyhovělo písemné formě ve smyslu těchto VODP, stačí zaslání faxem nebo e-mailem.
(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.	(3) Údaje společnosti SPIROL o předmětu dodávky nebo služby (např. hmotnosti, rozměry, zatížitelnost, tolerance a technické údaje) a jejich zobrazení (např. výkresy a obrázky) nejsou žádnými charakteristikami kvality, ale jen popisem nebo označením zboží. Běžné odchylky a odchylky, které vzniknou z důvodu právních předpisů nebo představují technická vylepšení nebo náhradu součástí stejné hodnoty jsou přípustné za předpokladu, že nebudou negativně ovlivňovat smluvně určený účel použití.
(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.	(4) Právně platná prohlášení a oznámení, která by nám po uzavření smlouvy kupující měl předat (např. stanovení termínů, oznámení závad, prohlášení o odstoupení nebo slevě), jsou účinná jen tehdy, jsou-li v písemné formě.
III. Prices and Payment Obligations	III. Ceny a platební podmínky
(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.	(1) Uvedené ceny jsou platné za podmínky EXW SPIROL S.R.O. (Praha, Česká republika) (Incoterms 2020) plus DPH. Všechny ostatní Incoterms budou naceněny zvlášť.

(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.	(2) Pokud se zvýší náklady společnosti SPIROL na suroviny nebo ostatní náklady na výrobu a dodávku dohodnutých služeb, nebo v případě když kupující odloží dodávku objednávky (zcela nebo částečně), je společnost SPIROL oprávněna pro později dodané výrobky příslušně zvýšit cenu podle vyšších cen surovin nebo podle vyšších cen k datu dodávky.
(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.	(3) Pro případ, že kupující poskytne společnosti SPIROL očekávaný objem odebraných výrobků za určité časové období, tak se smluvní strany shodují, že sjednané ceny jsou kalkulované na základě tohoto předpokládaného objemu odběru. V případě, že kupující ve smluvené době nesplní odběr plánovaného množství nejen o nepodstatnou částku, tak se smluvní strany shodují, že společnost SPIROL může podle vlastního uvážení přiměřeně zvýšit ceny za skutečně odebrané produkty podle jejich (menšího) množství nebo může od kupujícího požadovat úplné plnění smlouvy.
(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.	(4) Fakturované částky jsou splatné do třiceti dnů ode dne vystavení faktury bez jakékoli srážky, není-li písemně dohodnuto jinak. Pro datum platby je rozhodující příchod platby na účet prodávajícího. V případě prodlení věřitele je společnost SPIROL oprávněna vystavit fakturu za zboží a služby připravené k odeslání. Pokud odběratel nesplní dobu splatnosti, tak se nesplacené částky ode dne splatnosti úrokují osmi (8) procentními body nad základní úrokovou sazbou p.a.; uplatnění dalších škod v případě prodlení zůstává nedotčeno.
(5) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.	(5) Vzájemná kompenzace protinároků kupujícího nebo zadržení plateb je přípustné pouze tehdy, pokud jsou protinároky nesporné nebo právně závazné.

(6) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.	(6) Pokud je po uzavření smlouvy zjevné, že nárok společnosti SPIROL na kupní cenu je z důvodu neschopnosti kupujícího ohrožen (např. při žádosti o zahájení úpadekového řízení), je společnost SPIROL na základě zákonných předpisů oprávněna neposkytnout plnění a – případně i po lhůtě – odstoupit od smlouvy. U smluv na výrobu nezastupitelných věcí (výroba na zakázku), může společnost SPIROL odstoupit od smlouvy okamžitě; zákonné předpisy týkající se zbytečného stanovení lhůty zůstanou nedotčeny.
IV. Shipments and Risk	IV. Zásilkový a dodací lhůty
(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.	(1) Zásilkový jsou realizovány podle podmínek EXW SPIROL S.R.O. (Praha, Česká republika) (Incoterms 2020) – V případě jiných dodacích podmínek Incoterms budou ceny upraveny odpovídajícím způsobem.
(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.	(2) Na vyžádání a náklady kupujícího se zboží zašle na jiné místo určení. Způsob zaslání a balení podléhá povinnému posouzení společností SPIROL, pokud není výslovně dohodnuto jinak.
(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.	(3) V souladu s EXW (Incoterms 2020) přechází riziko na kupujícího nejpozději s předáním zboží – nejpozději s předáním přepravci (příčímž rozhodující je zahájení procesu nakládky), dopravci nebo jiné třetí osobě pověřené provést odeslání. Platí to i tehdy, když se uskutečňují dílčí dodávky nebo společnost SPIROL převzala i jiné služby (např. odeslání dodávky). Pokud se odeslání dodávky nebo její předání zpozdí z důvodů, jejichž příčina je u kupujícího, přechází riziko na kupujícího ode dne, kdy je předmět dodávky připraven k odeslání a společnost SPIROL to kupujícímu oznámila.
(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.	(4) Společnost SPIROL zásilkový pojistí jen na výslovné přání kupujícího a na jeho náklady.

(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.	(5) Lhůty a termíny pro dodávky zboží přislíbené společností SPIROL platí vždy jen přibližně, pokud není výslovně přislíbena nebo dohodnuta pevná lhůta nebo pevný termín. Pokud bylo dohodnuto odeslání zásilky, vztahují se dodací lhůty a termíny k době předání dopravci, přepravci nebo jiné třetí osobě pověřené přepravou.
(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.	(6) SPIROL může – aniž jsou dotčena práva z prodloužení kupujícího – požadovat od kupujícího prodloužení lhůt dodávky zboží a služeb nebo odložení termínů dodávky zboží a služeb o dobu, ve které kupující nesplnil své smluvní závazky vůči společnosti SPIROL.
(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) ("Nonavailability of Goods"), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.	(7) Pokud společnost SPIROL nemůže dodržet závazné dodací lhůty (výpadek plnění) z důvodů, za které není odpovědná (např. zásah vyšší moci nebo nepředvídatelné události, za které SPIROL není odpovědná, jako provozní poruchy, problémy při nákupu materiálu nebo energie, zpoždění dopravy, stávky, zákonné výluky, nedostatek pracovních sil, energie nebo surovin, úřední opatření), tak o tom neprodleně informuje kupujícího a zároveň sdělí předpokládanou novou dodací lhůtu. Pokud takovéto události společností SPIROL podstatně ztíží nebo znemožní dodávku zboží nebo služeb, a překážka nemá jen dočasný charakter, je společnost SPIROL oprávněna odstoupit od smlouvy. Při překážkách dočasného charakteru se prodlouží lhůty dodání zboží nebo služeb nebo se odloží termíny dodání zboží nebo služeb o dobu překážky plus přiměřenou dobu náběhu výroby. Pokud z důvodů zpoždění nelze od kupujícího očekávat převzetí zboží, může kupující svým neodkladným písemným prohlášením odstoupit od smlouvy se společností SPIROL.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL's side. In case of a default on SPIROL's side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to proof that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.	(8) Začátek prodlení v dodávce na straně společnosti SPIROL se řídí zákonnými předpisy. V každém případě je zapotřebí upomínka kupujícího. Pokud SPIROL zpozdí své dodávky, může kupující požadovat paušální náhradu škody za prodlení. Paušální náhrada škody činí za každý dokončený kalendářní týden prodlení 0,5 % z netto ceny (hodnoty dodávky), celkem však nejvýše 5% hodnoty dodávky zpožděně dodaného zboží. Vyhraujeme si právo prokázat, že kupujícímu nevznikly žádné škody nebo jen podstatně menší škody, než je výše uvedená paušální částka.
(9) SPIROL is entitled to partial delivery only in case • such partial delivery is suitable for Buyer for the purposes of the Contract • the delivery of the remaining part of the Goods is ensured and • Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).	(9) SPIROL je oprávněna k dílčím dodávkám jen tehdy, když • jsou dílčí dodávky pro kupujícího použitelné v rámci smluvního účelu použití, • je zajištěna dodávka zbývajících objednaného zboží • tím kupujícímu nevzniknou žádné další vícenáklady nebo dodatečné náklady (ledaže společnost SPIROL souhlasí s převzetím těchto nákladů).
V. Retention of Title	V. Výhrada vlastnictví
(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).	(1) Bez ohledu na převod vlastnictví a rizik je až do úplného zaplacení všech současných a budoucích pohledávek společnosti SPIROL z kupní smlouvy a z aktuálního obchodního vztahu (zajištěné pohledávky) vyhrazeno vlastnictví prodaného zboží.
(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.	(2) Zboží s výhradou vlastnictví se před úplným zaplacením zajištěných pohledávek nesmí dávat do zástavy třetím osobám, ani postupovat jako poskytnutí záruky. Musí se uchovávat odděleně od ostatních předmětů kupujícího a vykazovat jako vlastnictví společnosti SPIROL. Musí se v plné výši pojistit proti pojistitelným rizikům. Kupující je povinen společnosti SPIROL neprodleně písemně oznámit, pokud a do jaké míry došlo k přístupu třetích osob ke zboží patřícímu společnosti SPIROL.

(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.	(3) Při porušení smlouvy ze strany kupujícího, zejména při nezaplacení splatné kupní ceny, je společnost SPIROL podle zákonných předpisů oprávněna odstoupit od smlouvy a z důvodu odstoupení a výhrady vlastnictví vyžadovat vrácení zboží. Pokud kupující nezplatí splatnou kupní cenu, smí společnost SPIROL tato práva uplatňovat jen tehdy, když kupujícímu předtím bezvýsledně stanovila přiměřenou lhůtu pro zaplacení nebo je takovéto stanovení lhůty podle zákonných předpisů zbytečné.
(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:	(4) Kupující je oprávněn k dalšímu prodeji a/ nebo zpracování zboží s výhradou vlastnictví v rámci řádného podnikání. V takovém případě platí následující doplňující ustanovení:
(a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not lose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.	(a) Výhrada vlastnictví se rozšiřuje na výrobky vzniklé zpracováním, smísením nebo spojením zboží s výhradou vlastnictví do jejich plné hodnoty, přičemž je společnost SPIROL považována za výrobce. Pokud při zpracování, smísení nebo spojení se zbožím třetích osob zůstane zachováno vlastnické právo těchto třetích osob, tak společnost SPIROL nabude spoluvlastnictví v poměru účetních hodnot zpracovaného, smíseného nebo spojeného zboží. V ostatním platí pro vzniklý výrobek stejné podmínky jako pro zboží dodané s výhradou vlastnictví.
(b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.	(b) Kupující již nyní své pohledávky v celkové výši resp. ve výši přibližného podílu vlastnictví společnosti SPIROL podle výše uvedeného odstavce, které mu vzniknou vůči třetím osobám z dalšího prodeje zboží, postupuje společnosti SPIROL, která je přijme jako záruku.

(c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.	(c) K vymáhání pohledávek je kromě společnosti SPIROL zmocněn kupující. SPIROL se zavazuje, že nebude vymáhat pohledávky, pokud (i) kupující splní své platební povinnosti vůči společnosti SPIROL, (ii) nedostane se s platbou do prodlení, (iii) není podána žádost o zahájení úpadkového řízení a (iv) není znám žádný jiný nedostatek v jeho schopnosti plnění. Pokud tomu tak je, může SPIROL požadovat, aby kupující oznámil postoupené pohledávky a jejich dlužníky, poskytl všechny údaje potřebné k bankovnímu inkasu, odevzdal příslušné podklady a dlužníkům (třetím osobám) sdělil postoupení práva.
(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.	(5) Pokud realizovatelná hodnota poskytnutých záruk překročí naše pohledávky o více než 10%, tak na žádost kupujícího uvolníme záruky podle našeho výběru.
VI. Limited Warranty, Defects and Statute of Limitation	VI. Záruční plnění, věcné vady a promlčení
(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is requires, from acceptance.	(1) Promlčecí lhůta v oblasti nároků vyplývajících z věcných a právních závad je jeden rok od dodávky (EXW podle Incoterms 2020) nebo od přejímky, pokud je přejímka zapotřebí.
(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.	(2) Pokud jsou zbožím pracovní přístroje resp. stroje („zařízení“), činí záruční lhůta (i) 180 dní od dodávky v případě, že kupující zařízení nepoužívá ve více než v jedné osmihodinové směně za den a (ii) 90 dní, pokud se zařízení používá ve více osmihodinových směnách za den.

(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.	(3) Tyto promlčecí lhůty platí i pro smluvní a mimosmluvní nároky kupujícího na náhradu škody, které vyplývají ze závady zboží, ledaže by při použití obvyklého zákonného promlčení (§§ 195, 199 obč. zákoníku) v jednotlivých případech platilo kratší promlčení. Promlčecí lhůty ze zákona o odpovědnosti za vady výrobku zůstávají v každém případě nedotčeny. Pro nároky kupujícího na náhradu škody ostatně platí výhradně zákonné promlčecí lhůty.
(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.	(4) Nároky kupujícího na odstranění závady předpokládají, že kupující splnil své zákonné povinnosti kontroly a reklamace (§ 377 obchodního zákoníku). Zboží se ihned po dodávce musí pečlivě prohlédnout. U nezjevných vad, resp. takových vad, které nebyly při okamžité důkladné prohlídce rozeznatelné, je zboží považováno za schválené kupujícím v případě, když společnost SPIROL neobdrží do sedmi pracovních dnů reklamaci; pokud byla vada při normálním použití pro kupujícího rozeznatelná již k dřívějšímu datu, je pro začátek reklamační lhůty rozhodná tato doba.
(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will be going to refund costs for the cheapest way of shipment.	(5) Reklamovaný předmět dodávky se na žádost společnosti SPIROL musí vyplaceně zaslat zpět společnosti SPIROL. Při oprávněné reklamaci závady SPIROL uhradí náklady nejlevnějšího způsobu dopravy.
(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.	(6) Při věcných vadách dodaných předmětů je společnost SPIROL povinna a oprávněna v přiměřené lhůtě zboží nejprve vhodným způsobem opravit nebo provést náhradní dodávku. V případě selhání, tzn. nemožnosti, neúnosnosti, odmítnutí nebo nepřiměřené prodlevy opravy nebo náhradního plnění, může kupující odstoupit od smlouvy nebo požadovat přiměřené snížení kupní ceny.

(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.	(7) Dodatečné plnění neobsahuje ani demontáž vadného zboží, ani jeho novou montáž, pokud společnost SPIROL nebyla původně povinna montáž provést.
(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.	(8) Nároky kupujícího na náhradu škody resp. náhradu zbytečných nákladů vzniknou jen podle ustanovení tyto VODP a jinak jsou vyloučeny.
VII. Liability	VII. Ručení a náhrada škody
(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.	(1) Pokud z těchto VODP nevyplývá jinak, ručí společnost SPIROL při porušení smluvních a mimosmluvních povinností podle příslušných zákonných ustanovení.
(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.	(2) Společnost SPIROL odpovídá za škody – z jakéhokoliv právního důvodu – v případě úmyslu a hrubé nedbalosti.
(3) In case of slight negligence, SPIROL is liable to compensation for damages	(3) Při prosté nedbalosti ručí SPIROL jen
(a) based on the injury of life, body or health,	(a) za škody vzniklé v důsledku újmy na životě, těle či zdraví,
(b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.	(b) za škody vyplývající z porušení podstatné smluvní povinnosti (povinnost, jejíž plnění umožňuje řádné provádění smlouvy a na jejíž dodržování se dodavatel pravidelně spoléhá a může se spolehnout); v takovém případě je ručení společnosti SPIROL však omezeno na náhradu předvídatelné, typicky se vyskytující škody.
(4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.	(4) Omezení ručení vyplývající z výše uvedených odstavců 2 a 3 neplatí, pokud společnost SPIROL podvodně zamlčí vadu nebo pokud převzala záruku za kvalitu zboží. Totéž platí pro nároky kupujícího podle zákona o odpovědnosti za výrobek.
(5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.	(5) Kvůli porušení povinnosti nespočívající v závadě, může kupující zrušit nebo vypovědět smlouvu jen tehdy, pokud společnost SPIROL odpovídá za porušení povinnosti.

(6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.	(6) Výše uvedená vyloučení a omezení ručení platí ve stejném rozsahu ve prospěch orgánů, zákonných zástupců, zaměstnanců a ostatních pomocníků společnosti SPIROL provádějících plnění.
VIII. Governing Law and Place of Jurisdiction	VIII. Volba práva a sídlo soudu
(1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be govnrned by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.	(1) Pro tyto VODP a všechny právní vztahy mezi společnostmi SPIROL a kupujícím platí právo Spolkové republiky Německo s výjimkou Úmluvy OSN o kupním právu (CISG). Předpoklady a účinky výhrady vlastnictví těchto VODP podléhají právu v příslušném místě uložení věci, pokud by volba německého práva byla nepřipustná nebo neúčinná.
(2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.	(2) Výhradním sídlem soudu pro všechny spory vzniklé přímo či nepřímo ze smluvního vztahu je Mnichov, Německo (Zemský soud Mnichov I). Společnost SPIROL je však podle svého uvážení také oprávněna podat žalobu k obecně příslušnému soudu kupujícího.
IX. Miscellaneous	IX. Ostatní
(1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.	(1) Pokud smlouva nebo tyto VODP obsahují mezery, platí za domluvené vyplnění těchto mezer takovými právně účinnými ustanoveními, která by smluvní partneři dohodli podle prosazování ekonomického cíle smlouvy a účelu těchto VODP, pokud by o mezeře v ustanovení věděli.
(2) The English version of these Terms shall prevail. The translation serves for information purposes only.	(2) Jedinou účinnou verzí tohoto dokumentu je angličtina verze. Překlad do cizího jazyka slouží výhradně k informačním účelům.
(3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.	(3) Bez předchozího souhlasu společnosti SPIROL není kupující oprávněn postoupit resp. převést své nároky nebo povinnosti ze smluvního vztahu.

ENGLISH

DEUTSCH

I. Application of These Terms & Conditions

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

I. Anwendung dieser Geschäftsbedingungen

(1) Sämtliche Lieferungen, Leistungen und Angebote der SPIROL S.R.O., Prag, Tschechische Republik („SPIROL“) erfolgen ausschließlich aufgrund dieser Allgemeinen Verkaufs- und Lieferbedingungen („AVLB“). Diese sind Bestandteil sämtlicher Verträge, die SPIROL mit seinen Vertragspartnern (nachfolgend auch „Käufer“ genannt) über die von SPIROL angebotenen Lieferungen und Leistungen (nachfolgend auch „Ware“) schließt. Spätestens mit Entgegennahme der Ware gelten diese AVLB als angenommen. Sie gelten auch für sämtliche künftigen Lieferungen, Leistungen oder Angebote an den Käufer, selbst wenn sie nicht nochmals gesondert vereinbart werden.

(2) Allgemeinen Geschäftsbedingungen des Käufers wird hiermit widersprochen. Diese werden auch dann nicht Vertragsinhalt, wenn SPIROL ihrer Geltung im Einzelfall nicht gesondert widerspricht. Auch wenn SPIROL im Rahmen des Vertragsschlusses auf ein Schreiben bzw. Angebot des Käufers Bezug nimmt, das Geschäftsbedingungen des Käufers oder eines Dritten enthält oder auf solche verweist, liegt darin kein Einverständnis mit deren Geltung.

(3) Allein maßgeblich für die Rechtsbeziehungen zwischen SPIROL und dem Käufer ist der schriftlich geschlossene Vertrag, einschließlich dieser AVLB. Dieser gibt alle Abreden zwischen den Parteien zum, Vertragsgegenstand vollständig wieder.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.	4) Mündliche oder von diesen AVLB abweichende Vereinbarungen vor und bei Vertragsschluss sind rechtlich unverbindlich und werden durch den schriftlichen Vertrag ersetzt, sofern sich nicht im Einzelfall ausdrücklich aus den mündlichen Abreden ergibt, dass sie verbindlich fortgelten. Für den Inhalt derartiger Vereinbarungen ist ein schriftlicher Vertrag bzw. SPIROLs schriftliche Bestätigung maßgebend.
(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.	(5) Änderungen der getroffenen Vereinbarungen einschließlich dieser AVLB bedürfen zu Ihrer Wirksamkeit der Schriftform. Mit Ausnahme von Geschäftsführern oder Prokuristen sind die Mitarbeiter von SPIROL nicht berechtigt, hiervon abweichende mündliche Abreden zu treffen.
II. Conclusion of the Contract, Order Acknowledgement	II. Vertragsschluss, Auftragsbestätigung
(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.	(1) Der Vertragsschluss zwischen SPIROL und dem Käufer bedarf zur Rechtswirksamkeit der Bestätigung durch SPIROL. Die Bestätigung kann schriftlich, per Fax, per E-Mail erfolgen. Für den Fall eines Angebots durch SPIROL an den Käufer kommt der Vertragsschluss durch schriftlich erklärte Annahme des Käufers zustande.
(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.	(2) Zur Wahrung der Schriftform im Sinne dieser AVLB genügt die Übermittlung per Fax oder E-Mail.
(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.	(3) Angaben SPIROLs zum Gegenstand der Lieferung oder Leistung (z.B. Gewichte, Maße, Belastbarkeit, Toleranzen und technische Daten) sowie Darstellungen desselben (z.B. Zeichnungen und Abbildungen) sind keine garantierten Beschaffenheitsmerkmale, sondern Beschreibungen oder Kennzeichnungen der Ware. Handelsübliche Abweichungen und Abweichungen, die aufgrund rechtlicher Vorschriften erfolgen oder technische Verbesserungen darstellen, sowie die Ersetzung von Bauteilen durch gleichwertige Teile sind zulässig, soweit sie die Verwendbarkeit zum vertraglich vorgesehenen Zweck nicht beeinträchtigen.

(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.	(4) Rechtserhebliche Erklärungen und Anzeigen, die nach Vertragsschluss vom Käufer uns gegenüber abzugeben sind (z.B. Fristsetzungen, Mängelanzeigen, Erklärung von Rücktritt oder Minderung), bedürfen zu ihrer Wirksamkeit der Schriftform.
III. Prices and Payment Obligations	III. Preise und Zahlungsbedingungen
(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.	(1) Die angegebenen Preise basieren auf EXW SPIROL S.R.O. (Prag, Tschechische Republik) (Incoterms 2020) zuzüglich Mehrwertsteuer. Alle anderen Incoterms werden entsprechend angeboten.
(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.	(2) Insoweit, als dass sich die Kosten für Rohstoffe oder sonstige für SPIROL in Verbindung mit der Herstellung und Lieferung der vereinbarten Leistungen entstehenden Kosten erhöhen oder für den Fall, dass der Käufer die Lieferung einer Bestellung (ganz oder zum Teil) verzögert, ist SPIROL berechtigt, den Preis entsprechend der erhöhten Rohstoffpreise oder entsprechend der zum Zeitpunkt der Lieferung erhöhten Preise für später gelieferte Produkte zu erhöhen.
(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.	(3) Für den Fall, dass der Käufer SPIROL für einen bestimmten Zeitraum ein voraussichtliches Volumen an abgenommenen Produkten in Aussicht gestellt hat, sind sich die Parteien einig, dass die vereinbarten Preise auf Basis dieses voraussichtlichen Abnahmevolumens kalkuliert sind. Für den Fall, dass der Käufer in der vereinbarten Zeit das in Aussicht gestellte Volumen abgenommener Produkte nicht nur unwesentlich unterschreitet, sind sich die Parteien einig, dass SPIROL nach eigener Wahl die Preise für die tatsächlich abgenommenen Produkte gemäß deren (geringerer) Menge angemessen erhöhen oder von dem Käufer die vollständige Erfüllung des Vertrages zu verlangen kann.

(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.	(4) Rechnungsbeträge sind innerhalb von dreißig Tagen nach Rechnungstellung ohne jeden Abzug zu bezahlen, sofern nicht etwas anderes schriftlich vereinbart ist. Maßgebend für das Datum der Zahlung ist der Eingang beim Verkäufer. SPIROL ist berechtigt, im Falle des Gläubigerverzugs eine Rechnung für zur Versendung bereitgestellte Lieferungen und Leistungen auszustellen. Leistet der Auftraggeber bei Fälligkeit nicht, so sind die ausstehenden Beträge ab dem Tag der Fälligkeit mit acht (8) Prozentpunkten über Basiszins p. a. zu verzinsen; die Geltendmachung weiterer Schäden im Falle des Verzugs bleibt unberührt.
(5) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.	(5) Die Aufrechnung mit Gegenansprüchen des Käufers oder die Zurückbehaltung von Zahlungen ist nur zulässig, soweit die Gegenansprüche unbestritten oder rechtskräftig festgestellt sind.
(6) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.	(6) Wird nach Abschluss des Vertrags erkennbar, dass SPIROLs Anspruch auf den Kaufpreis durch mangelnde Leistungsfähigkeit des Käufers gefährdet wird (z.B. durch Antrag auf Eröffnung eines Insolvenzverfahrens), ist SPIROL nach den gesetzlichen Vorschriften zur Leistungsverweigerung und – gegebenenfalls nach Fristsetzung – zum Rücktritt vom Vertrag berechtigt. Bei Verträgen über die Herstellung unvertretbarer Sachen (Einzelfertigungen), kann SPIROL den Rücktritt sofort erklären; die gesetzlichen Regelungen über die Entbehrlichkeit der Fristsetzung bleiben unberührt.
IV. Shipments and Risk	IV. Lieferung und Lieferzeit
(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.	(1) Die Lieferungen erfolgen EXW SPIROL S.R.O. (Prag, Tschechische Republik) (Incoterms 2020) – oder wie im Vertrag ausdrücklich anderweitig festgelegt.

(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.	(2) Auf Verlangen und Kosten des Käufers wird die Ware an einen anderen Bestimmungsort versandt. Die Versandart und Verpackung untersteht dem pflichtgemäßen Ermessen SPIROLs, soweit nicht ausdrücklich anders vereinbart.
(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.	(3) Die Gefahr geht spätestens mit der Übergabe der Ware gemäß EXW (Incoterms 2020) auf den Käufer über – spätestens mit Übergabe (wobei der Beginn des Verladevorgangs maßgeblich ist) an den Spediteur, Frachtführer oder sonst zur Ausführung der Versendung bestimmten Dritten. Dies gilt auch dann, wenn Teillieferungen erfolgen oder SPIROL noch andere Leistungen (z.B. Versand) übernommen hat. Verzögert sich der Versand oder die Übergabe infolge eines Umstandes, dessen Ursache beim Käufer liegt, geht die Gefahr von dem Tag an auf den Käufer über, an dem der Liefergegenstand versandbereit ist und SPIROL dies dem Käufer angezeigt hat.
(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.	(4) Die Sendung wird von SPIROL nur auf ausdrücklichen Wunsch des Käufers und auf seine Kosten versichert.
(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.	(5) Von SPIROL in Aussicht gestellte Fristen und Termine für Waren gelten stets nur annähernd, es sei denn, dass ausdrücklich eine feste Frist oder ein fester Termin zugesagt oder vereinbart ist. Sofern Versendung vereinbart wurde, beziehen sich Lieferfristen und Liefertermine auf den Zeitpunkt der Übergabe an den Spediteur, Frachtführer oder sonst mit dem Transport beauftragten Dritten.
(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.	(6) SPIROL kann – unbeschadet der Rechte aus Verzug des Käufers – vom Käufer eine Verlängerung von Liefer- und Leistungsfristen oder eine Verschiebung von Liefer- und Leistungsterminen um den Zeitraum verlangen, in dem der Käufer seinen vertraglichen Verpflichtungen SPIROL gegenüber nicht nachkommt.

(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) (“Nonavailability of Goods”), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL’s side. In case of a default on SPIROL’s side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to proof that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.

(7) Sofern SPIROL verbindliche Lieferfristen aus Gründen, die SPIROL nicht zu vertreten hat (z.B. höhere Gewalt oder sonstige, zum Zeitpunkt des Vertragsabschlusses nicht vorhersehbare Ereignisse, die SPIROL nicht zu vertreten hat wie z.B. Betriebsstörungen, Schwierigkeiten in der Material- oder Energiebeschaffung, Transportverzögerungen, Streiks, rechtmäßige Aussperrungen, Mangel an Arbeitskräften, Energie oder Rohstoffen, behördliche Maßnahmen), nicht einhalten kann (Nichtverfügbarkeit der Leistung), wird SPIROL den Käufer hierüber unverzüglich informieren und gleichzeitig die voraussichtliche, neue Lieferfrist mitteilen. Sofern solche Ereignisse SPIROL die Lieferung oder Leistung wesentlich erschweren oder unmöglich machen und die Behinderung nicht nur von vorübergehender Dauer ist, ist SPIROL zum Rücktritt vom Vertrag berechtigt. Bei Hindernissen vorübergehender Dauer verlängern sich die Liefer- oder Leistungsfristen oder verschieben sich die Liefer- oder Leistungstermine um den Zeitraum der Behinderung zuzüglich einer angemessenen Anlauffrist. Soweit dem Käufer infolge der Verzögerung die Abnahme der Ware nicht zuzumuten ist, kann er durch unverzügliche schriftliche Erklärung gegenüber SPIROL vom Vertrag zurücktreten.

(8) Der Eintritt Lieferverzugs auf Seiten SPIROLs bestimmt sich nach den gesetzlichen Vorschriften. In jedem Fall ist eine Mahnung durch den Käufer erforderlich. Gerät SPIROL in Lieferverzug, kann der Käufer pauschalierten Ersatz seines Verzugsschadens verlangen. Die Schadenspauschale beträgt für jede vollendete Kalenderwoche des Verzugs 0,5 % des Nettopreises (Lieferwert), insgesamt jedoch höchstens 5% des Lieferwerts der verspätet gelieferten Ware. Uns bleibt der Nachweis vorbehalten, dass dem Käufer gar kein Schaden oder nur ein wesentlich geringerer Schaden als vorstehende Pauschale entstanden ist.

(9) SPIROL is entitled to partial delivery only in case • such partial delivery is suitable for Buyer for the purposes of the Contract • the delivery of the remaining part of the Goods is ensured and • Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).	(9) SPIROL ist zu Teillieferungen nur berechtigt, wenn • die Teillieferung für den Käufer im Rahmen des vertraglichen Bestimmungszwecks verwendbar ist • die Lieferung der restlichen bestellten Ware sichergestellt ist und • dem Käufer hierdurch kein erheblicher Mehraufwand oder zusätzliche Kosten entstehen (es sei denn, SPIROL erklärt sich zur Übernahme dieser Kosten bereit).
V. Retention of Title	V. Eigentumsvorbehalt
(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).	(1) Unabhängig vom Besitz- und Gefahrübergang ist bis zur vollständigen Bezahlung aller gegenwärtigen und künftigen Forderungen SPIROLs aus dem Kaufvertrag und einer laufenden Geschäftsbeziehung (gesicherte Forderungen) das Eigentum an der verkauften Ware vorbehalten.
(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.	(2) Die unter Eigentumsvorbehalt stehenden Waren dürfen vor vollständiger Bezahlung der gesicherten Forderungen weder an Dritte verpfändet, noch zur Sicherheit übereignet werden. Sie sind gesondert von anderen Gegenständen des Käufers aufzubewahren und als Eigentum SPIROLs auszuweisen. Sie sind gegen versicherbare Risiken in voller Höhe zu versichern. Der Käufer hat SPIROL unverzüglich schriftlich zu benachrichtigen, wenn und soweit Zugriffe Dritter auf die SPIROL gehörenden Waren erfolgen.
(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.	(3) Bei vertragswidrigem Verhalten des Käufers, insbesondere bei Nichtzahlung des fälligen Kaufpreises, ist SPIROL berechtigt, nach den gesetzlichen Vorschriften vom Vertrag zurückzutreten und die Ware auf Grund des Eigentumsvorbehalts und des Rücktritts herauszuverlangen. Zahlt der Käufer den fälligen Kaufpreis nicht, darf SPIROL diese Rechte nur geltend machen, wenn dem Käufer zuvor erfolglos eine angemessene Frist zur Zahlung gesetzt wurde oder eine derartige Fristsetzung nach den gesetzlichen Vorschriften entbehrlich ist.

(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:	(4) Der Käufer ist befugt, die unter Eigentumsvorbehalt stehenden Waren im ordnungsgemäßen Geschäftsgang weiter zu veräußern und/oder zu verarbeiten. In diesem Fall gelten ergänzend die nachfolgenden Bestimmungen:
(a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not loose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.	(a) Der Eigentumsvorbehalt erstreckt sich auf die durch Verarbeitung, Vermischung oder Verbindung der unter Eigentumsvorbehalt stehenden Waren entstehenden Erzeugnisse zu deren vollem Wert, wobei SPIROL als Hersteller gilt. Bleibt bei einer Verarbeitung, Vermischung oder Verbindung mit Waren Dritter deren Eigentumsrecht bestehen, so erwirbt SPIROL Miteigentum im Verhältnis der Rechnungswerte der verarbeiteten, vermischten oder verbundenen Waren. Im Übrigen gilt für das entstehende Erzeugnis das Gleiche wie für die unter Eigentumsvorbehalt gelieferte Ware.
(b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.	(b) Die aus dem Weiterverkauf der Ware oder des Erzeugnisses entstehenden Forderungen gegen Dritte tritt der Käufer schon jetzt insgesamt bzw. in Höhe von SPIROL's etwaigen Miteigentumsanteils gemäß vorstehendem Absatz zur Sicherheit an die dies annehmende SPIROL ab.
(c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.	(c) Zur Einziehung der Forderung bleibt der Käufer neben SPIROL ermächtigt. SPIROL verpflichtet sich, die Forderung nicht einzuziehen, solange (i) der Käufer seinen Zahlungsverpflichtungen gegenüber SPIROL nachkommt, (ii) nicht in Zahlungsverzug gerät, (iii) kein Antrag auf Eröffnung eines Insolvenzverfahrens gestellt ist und (iv) kein sonstiger Mangel seiner Leistungsfähigkeit vorliegt. Ist dies der Fall, kann SPIROL verlangen, dass der Käufer die abgetretenen Forderungen und deren Schuldner bekannt gibt, alle zum Einzug erforderlichen Angaben macht, die zugehörigen Unterlagen aushändigt und den Schuldner (Dritten) die Abtretung mitteilt.

(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.	(5) Übersteigt der realisierbare Wert der Sicherheiten unsere Forderungen um mehr als 10%, werden wir auf Verlangen des Käufers Sicherheiten nach unserer Wahl freigeben.
VI. Limited Warranty, Defects and Statute of Limitation	VI. Gewährleistung, Sachmängel und Verjährung
(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is required, from acceptance.	(1) Die Verjährungsfrist für Ansprüche aus Sach- und Rechtsmängeln beträgt ein Jahr ab Ablieferung (EXW gem. Incoterms 2020) oder, soweit eine Abnahme erforderlich ist, ab der Abnahme.
(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.	(2) Handelt es sich bei der Ware um Arbeitsgeräte bzw. Maschinen („Equipment“), beträgt die Gewährleistungsfrist (i) 180 Tage ab Ablieferung, falls das Equipment vom Käufer in nicht mehr als einer achtstündigen Schicht pro Tag zur Anwendung kommt und (ii) 90 Tage, soweit es in mehr als einer achtstündigen Schicht pro Tag zur Anwendung kommt.
(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.	(3) Diese Verjährungsfristen gelten auch für vertragliche und außervertragliche Schadensersatzansprüche des Käufers, die auf einem Mangel der Ware beruhen, es sei denn die Anwendung der regelmäßigen gesetzlichen Verjährung (§§ 195, 199 BGB) würde im Einzelfall zu einer kürzeren Verjährung führen. Die Verjährungsfristen des Produkthaftungsgesetzes bleiben in jedem Fall unberührt. Ansonsten gelten für Schadensersatzansprüche des Käufers ausschließlich die gesetzlichen Verjährungsfristen.

(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.	(4) Mängelansprüche des Käufers setzen die Erfüllung der gesetzlichen Untersuchungs- und Rügepflichten (§ 377 HGB) voraus. Die Ware ist unverzüglich nach Ablieferung sorgfältig zu untersuchen. Hinsichtlich nicht offensichtlicher bzw. solcher Mängel, die bei einer unverzüglichen, sorgfältigen Untersuchung nicht erkennbar gewesen wären, gilt die Ware als vom Käufer genehmigt, wenn die Mängelrüge SPIROL nicht binnen sieben Werktagen zugeht; war der Mangel für den Käufer bei normaler Verwendung bereits zu einem früheren Zeitpunkt erkennbar, ist dieser Zeitpunkt für den Beginn der Rügefrist maßgeblich.
(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will is going to refund costs for the cheapest way of shipment.	(5) Auf Verlangen SPIROLs ist ein beanstandeter Liefergegenstand frachtfrei an SPIROL zurückzusenden. Bei berechtigter Mängelrüge vergütet SPIROL die Kosten des günstigsten Versandweges.
(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.	(6) Bei Sachmängeln der gelieferten Gegenstände ist SPIROL nach seiner innerhalb angemessener Frist zu treffenden Wahl zunächst zur Nachbesserung oder Ersatzlieferung verpflichtet und berechtigt. Im Falle des Fehlschlagens, d.h. der Unmöglichkeit, Unzumutbarkeit, Verweigerung oder unangemessenen Verzögerung der Nachbesserung oder Ersatzlieferung, kann der Käufer vom Vertrag zurücktreten oder den Kaufpreis angemessen mindern.
(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.	(7) Die Nacherfüllung beinhaltet weder den Ausbau der mangelhaften Ware noch den erneuten Einbau, wenn SPIROL ursprünglich zum Einbau nicht verpflichtet war.
(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.	(8) Ansprüche des Käufers auf Schadenersatz bzw. Ersatz vergeblicher Aufwendungen bestehen nur nach Maßgabe dieser AVLB und sind im Übrigen ausgeschlossen.
VII. Liability	VII. Haftung auf Schadenersatz
(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.	(1) Soweit sich aus diesen AVLB einschließlich der nachfolgenden Bestimmungen nichts anderes ergibt, haftet SPIROL bei einer Verletzung von vertraglichen und außervertraglichen Pflichten nach den einschlägigen gesetzlichen Vorschriften.

(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.	(2) Auf Schadensersatz haftet SPIROL – gleich aus welchem Rechtsgrund – bei Vorsatz und grober Fahrlässigkeit.
(3) In case of slight negligence, SPIROL is liable to compensation for damages	(3) Bei einfacher Fahrlässigkeit haftet SPIROL nur
(a) based on the injury of life, body or health,	(a) für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit,
(b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.	(b) für Schäden aus der Verletzung einer wesentlichen Vertragspflicht (Verpflichtung, deren Erfüllung die ordnungsgemäße Durchführung des Vertrags überhaupt erst ermöglicht und auf deren Einhaltung der Vertragspartner regelmäßig vertraut und vertrauen darf); in diesem Fall ist die Haftung SPIROLs jedoch auf den Ersatz des vorhersehbaren, typischerweise eintretenden Schadens begrenzt.
(4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.	(4) Die sich aus vorstehenden Absätzen 2 und 3 ergebenden Haftungsbeschränkungen gelten nicht, soweit SPIROL einen Mangel arglistig verschwiegen oder eine Garantie für die Beschaffenheit der Ware übernommen haben. Gleiches gilt für Ansprüche des Käufers nach dem Produkthaftungsgesetz.
(5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.	(5) Wegen einer Pflichtverletzung, die nicht in einem Mangel besteht, kann der Käufer vom Vertrag nur zurücktreten oder kündigen, wenn SPIROL die Pflichtverletzung zu vertreten hat.
(6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.	(6) Die vorstehenden Haftungsausschlüsse und beschränkungen gelten in gleichem Umfang zugunsten der Organe, gesetzlichen Vertreter, Angestellten und sonstigen Erfüllungsgehilfen SPIROLs.

VIII. Governing Law and Place of Jurisdiction	VIII. Rechtswahl und Gerichtsstand
(1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be govnrned by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.	(1) Für diese AVLB und alle Rechtsbeziehungen zwischen SPIROL und dem Käufer gilt das Recht der Bundesrepublik Deutschland unter Ausschluss des UNKaufrechts (CISG). Voraussetzungen und Wirkungen des Eigentumsvorbehalts dieser AVLB unterliegen dem Recht am jeweiligen Lageort der Sache, soweit danach die getroffene Rechtswahl zugunsten des deutschen Rechts unzulässig oder unwirksam ist.
(2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.	(2) Ausschließlicher Gerichtsstand für alle sich aus dem Vertragsverhältnis unmittelbar oder mittelbar ergebenden Streitigkeiten ist München, Deutschland (Landgericht München I). SPIROL ist nach eigener Wahl jedoch auch berechtigt, Klage am allgemeinen Gerichtsstand des Käufers zu erheben.
IX. Miscellaneous	IX. Sonstiges
(1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.	(1) Soweit der Vertrag oder diese AVLB Regelungslücken enthalten, gelten zur Ausfüllung dieser Lücken diejenigen rechtlich wirksamen Regelungen als vereinbart, welche die Vertragspartner nach den wirtschaftlichen Zielsetzungen des Vertrages und dem Zweck dieser AVLB vereinbart hätten, wenn sie die Regelungslücke gekannt hätten.
(2) The English version of these Terms shall prevail. The translation serves for information purposes only.	(2) Die englische Version dieses Dokuments ist alleinewirksam. DiefremdsprachigeÜbersetzung dient ausschließlich zu Informationszwecken.
(3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.	(3) Der Käufer ist ohne vorherige Zustimmung durch SPIROL nicht berechtigt, seine Ansprüche oder Verpflichtungen aus dem Vertragsverhältnis abzutreten bzw. zu übertragen.

I. Application of These Terms & Conditions

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.

(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.

II. Conclusion of the Contract, Order Acknowledgement

(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.

(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.

(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.

(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.

III. Prices and Payment Obligations

(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.

(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.

(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.

(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.

(5) According to article L.441-6 of the commercial code, late payment penalties at the annual rate of 20% and an indemnity of 40€ shall be payable in case of default of payment the day after the payment date appearing on the invoice.

(6) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.

(7) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.

IV. Shipments and Risk

(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.

(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.

(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.

(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.

(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.

(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.

(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) ("Nonavailability of Goods"), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL's side. In case of a default on SPIROL's side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to proof that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.

(9) SPIROL is entitled to partial delivery only in case

- such partial delivery is suitable for Buyer for the purposes of the Contract
- the delivery of the remaining part of the Goods is ensured and
- Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).

V. Retention of Title

(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).

(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.

(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.

(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:

- (a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not lose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.
- (b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.
- (c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.

(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.

VI. Limited Warranty, Defects and Statute of Limitation

(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is required, from acceptance.

(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.

(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.

(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.

(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will be going to refund costs for the cheapest way of shipment.

(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.

(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.

(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.

VII. Liability

(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.

(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.

- (3) In case of slight negligence, SPIROL is liable to compensation for damages
- (a) based on the injury of life, body or health,
 - (b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.
- (4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.
- (5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.
- (6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.

VIII. Governing Law and Place of Jurisdiction

- (1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be governed by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.
- (2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.

IX. Miscellaneous

- (1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.
- (2) The English version of these Terms shall prevail. The translation serves for information purposes only.
- (3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.

ENGLISH**ESPAÑOL****I. Application of These Terms & Conditions**

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

I. Aplicación de estas Condiciones de Contratación

(1) Todos los suministros, servicios y ofertas de SPIROL S.R.O., Praga, República Checa (en lo sucesivo, «SPIROL») se realizarán exclusivamente en virtud de las presentes Condiciones Generales de Venta y Suministro (en lo sucesivo, «CGVS»), que forman parte integrante de todos los contratos que SPIROL celebre con sus socios contractuales (denominadas en lo sucesivo también «Compradores») sobre los suministros y servicios ofrecidos por SPIROL (denominados en lo sucesivo también «Mercancía»). Estas CGVS se considerarán aceptadas, lo más tarde, a la recepción de la Mercancía. Serán de aplicación también para todos los suministros, servicios y ofertas futuros al comprador, incluso si no se acuerdan de nuevo por separado.

(2) Por el presente documento se rechazan las Condiciones Generales de Contratación del comprador. Estas no formarán parte integrante del contrato aunque SPIROL no refute expresamente su validez en algún caso en particular. Incluso si, en el marco de la celebración del contrato, SPIROL hace referencia a un documento u oferta del comprador que contenga o remita a las Condiciones de Contratación del comprador o de un tercero, este hecho no constituirá una declaración de conformidad con su validez.

(3) El único documento determinante para la relación jurídica entre SPIROL y el comprador es el contrato formalizado por escrito, incluidas estas CGVS. En él quedan reflejados en su totalidad los acuerdos adoptados entre las partes como objeto de contrato.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.	(4) Cualquier acuerdo oral o de cualquier otra índole que difiera de estas CGVS, ya se celebre antes del contrato o en el momento de su formalización, no será vinculante jurídicamente y será sustituido por el contrato escrito, a no ser que, en algún caso concreto, de los acuerdos verbales se infiera expresamente que continúan teniendo carácter vinculante. En cuanto al contenido de tales acuerdos, será determinante la formalización de un acuerdo por escrito o una confirmación por escrito de SPIROL.
(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.	(5) Toda modificación de los acuerdos adoptados, incluyendo estas CGVS, deberá efectuarse por escrito para tener validez. Excepción hecha de los gerentes o apoderados, los demás empleados de SPIROL no están facultados para adoptar acuerdos orales que difieran de las CGVS.
II. Conclusion of the Contract, Order Acknowledgement	II. Celebración del contrato, confirmación del encargo
(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.	(1) Para que el contrato entre SPIROL y el comprador adquiera eficacia jurídica, es necesario contar con la confirmación de SPIROL. Dicha confirmación podrá efectuarse por escrito, por fax o por correo electrónico. Si SPIROL hace una oferta al comprador, el contrato se considerará formalizado con la declaración de aceptación por escrito del comprador.
(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.	(2) Para cumplir con el requisito de la forma escrita, en el sentido expresado en estas CGVS, es suficiente con la transmisión por fax o por correo electrónico.

(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.	(3) Los datos ofrecidos por SPIROL sobre el objeto del suministro o servicio (p. ej. pesos, medidas, resistencia, tolerancia y datos técnicos), así como las representaciones de los mismos (p. ej. dibujos y figuras) no constituyen unas características de calidad garantizadas, sino únicamente una descripción o identificación de la Mercancía. Están permitidas las desviaciones habituales en el comercio y las desviaciones que se realizan en virtud de normas jurídicas o que constituyen mejoras técnicas, así como la sustitución de componentes por piezas equivalentes, siempre que no se perjudique el funcionamiento para el uso previsto por contrato.
(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.	(4) Las declaraciones y notificaciones jurídicamente relevantes que el comprador deba entregarnos una vez formalizado el contrato (p. ej. fijación de plazos, notificaciones de vicios, declaración de resolución o reducción de contrato) deberán formalizarse por escrito para ser eficaces.
III. Prices and Payment Obligations	III. Precios y condiciones de pago
(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.	(1) Los precios indicados se basan en EXW SPIROL S.R.O. (Praga, República Checa) (Incoterms 2020) más IVA. Todos los demás Incoterms se cotizarán en consecuencia.
(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.	(2) En la medida en que se incrementen los costes de materias primas u otros costes en los que incurra SPIROL en relación con la fabricación y suministro de los servicios contratados, o si el comprador retrasa la entrega de un pedido (en todo o en parte), SPIROL tendrá derecho a incrementar el precio de manera acorde al incremento del precio de las materias primas o — para el caso de los productos suministrados con retraso — de manera acorde al incremento de los precios en el momento de la entrega.

(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.	(3) Si el comprador ha manifestado a SPIROL su intención de adquirir un determinado volumen previsible de productos, las partes reconocen que los precios acordados se han calculado sobre la base de dicho volumen de compra previsible. Si el volumen de productos adquiridos finalmente por el comprador en el periodo de tiempo acordado es considerablemente inferior al previsto, las partes declaran su conformidad con que SPIROL podrá – a su entera discreción – incrementar los precios en función de la cantidad (inferior) de productos adquiridos efectivamente o exigir al comprador el cumplimiento íntegro del contrato.
(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.	(4) El importe de las facturas deberá abonarse sin descuentos dentro de los treinta días siguientes a la emisión de las mismas, a no ser que se acuerde alguna otra cosa por escrito. La fecha en que el vendedor recibe el pago será determinante para que se considere cumplido el plazo. En caso de demora en la recepción, SPIROL tendrá derecho a emitir una factura por los suministros y servicios preparados para su expedición. Si el mandante no efectúa el pago en la fecha de vencimiento, se aplicarán unos intereses de ocho (8) puntos porcentuales sobre el tipo de interés básico por año a partir de dicha fecha de vencimiento; todo ello sin perjuicio de la reclamación de resarcimiento por otros daños en caso de demora.
(5) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.	(5) La compensación con contrademandas del comprador o la retención de los pagos solo estarán permitidas si las contrademandas son irrefutables o han adquirido firmeza jurídica.

(6) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.	(6) Si, una vez celebrado el contrato, resulta evidente que el derecho de SPIROL de obtener el precio de compraventa se pone en peligro por falta de capacidad económica del comprador (p. ej. debido a la solicitud de apertura de un procedimiento de insolvencia), SPIROL tendrá derecho a denegar el suministro y – en su caso, tras fijar un plazo – a resolver el contrato, de conformidad con la legislación. En el caso de contratos formalizados sobre la fabricación de bienes fungibles (elaboraciones concretas), SPIROL puede resolver el contrato inmediatamente; todo ello sin perjuicio de la normativa legal relativa a la innecesariedad de la fijación de plazos.
IV. Shipments and Risk	IV. Entrega y Transferencia de riesgo
(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.	(1) Los precios indicados se basan en EXW SPIROL S.R.O. (Praga, República Checa) (Incoterms 2020) más IVA. Todos los demás Incoterms se cotizarán en consecuencia.
(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.	(2) Previa petición y a expensas del comprador, la Mercancía puede enviarse también a otro lugar. Si no se acuerda otra cosa específicamente, queda al criterio razonable de SPIROL determinar el tipo de envío y el embalaje.
(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.	(3) El riesgo se transmite al comprador, lo más tarde, a la entrega de la Mercancía EXW (Incoterms 2020) o, en su caso, al transportista, fletador u otro tercero designado para la ejecución del envío (para lo cual será relevante el comienzo del proceso de traslado de la carga). Esto es de aplicación también si se realizan entregas parciales o si SPIROL ha asumido también la prestación de otros servicios (p. ej. el envío). Si el envío o la entrega se retrasan por una circunstancia cuya causa sea atribuible al comprador, la transmisión del riesgo se efectuará en la fecha en que el objeto de suministro esté listo para su expedición y SPIROL así se lo notifique al comprador.
(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.	(4) Solo se contratará un seguro para el envío si el comprador expresa su deseo explícitamente y asume los costes.

(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.	(5) Los plazos y fechas previstos por SPIROL para la Mercancía se considerarán solo aproximativos, a no ser que se confirme o acuerde explícitamente un plazo o una fecha definitivos. Si se ha acordado efectuar el envío, los plazos y fechas de entrega se refieren al momento de la entrega al transportista, fletador o a otro tercero designado para efectuar el transporte.
(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.	(6) Sin perjuicio de los derechos derivados de la demora del comprador, SPIROL puede reclamar al comprador prorrogar los plazos de suministro y servicio o retrasar las fechas de suministro y servicio por el periodo de tiempo durante el cual el comprador no haya cumplido sus obligaciones contractuales con SPIROL.
(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) ("Nonavailability of Goods"), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.	(7) Si SPIROL no puede cumplir unas fechas de entrega vinculantes por razones no atribuibles a SPIROL (p. ej. fuerza mayor u otros acontecimientos imprevisibles en el momento de celebración del contrato y no atribuibles a SPIROL, como por ejemplo fallos de funcionamiento, dificultades en la adquisición de materiales o de energía, retrasos en el transporte, huelgas, cierres patronales legales, falta de mano de obra, de energía o de materia prima, o medidas adoptadas por la autoridades), SPIROL informará inmediatamente al comprador al respecto y le comunicará al mismo tiempo una nueva fecha de entrega previsible. Si tales acontecimientos impiden o dificultan considerablemente a SPIROL el suministro o servicio y tal impedimento no es transitorio, SPIROL tendrá derecho a resolver el contrato. En caso de impedimentos transitorios, se retrasarán las fechas de suministro o servicio, o se prorrogarán los plazos de suministro o servicio por el periodo que dure el impedimento, más un periodo razonable de inicio de la actividad. Si no cabe esperar razonablemente que el comprador acepte la Mercancía debido al retraso, éste podrá resolver el contrato con SPIROL mediante una declaración inmediata por escrito.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL's side. In case of a default on SPIROL's side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to proof that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.	(8) El comienzo de la demora de entrega por parte de SPIROL vendrá determinado por la normativa legal. En todos los casos será necesario que el comprador advierta a SPIROL por escrito. Si SPIROL incurre en demora de entrega, el comprador puede reclamar un importe fijo de resarcimiento por los daños derivados del retraso. El importe fijo por daños ascenderá al 0,5%del precio neto (valor de suministro) por cada semana natural de demora transcurrida, pero que ascenderá como máximo al 5% del valor de suministro de la Mercancía entregada con retraso. Nos reservamos el derecho a demostrar que al comprador no se le han ocasionado daños o que el valor de los daños ocasionados es considerablemente inferior al importe fijo precedente.
(9) SPIROL is entitled to partial delivery only in case • such partial delivery is suitable for Buyer for the purposes of the Contract • the delivery of the remaining part of the Goods is ensured and • Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).	(9) SPIROL solo podrá efectuar entregas parciales si • el comprador puede hacer uso de dicha entrega parcial en el marco del uso previsto establecido por contrato, • se garantiza la entrega del resto de la Mercancía solicitada y • si el comprador no incurre por ello en gastos o costes adicionales (a menos que SPIROL se declare dispuesta a asumir tales costes).
V. Retention of Title	V. Reserva de propiedad
(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).	(1) Con independencia de la transmisión de la posesión y del riesgo, SPIROL mantendrá la propiedad sobre la Mercancía vendida hasta que se efectúe íntegramente el pago de todos los créditos presentes y futuros de SPIROL, derivados del contrato de compraventa y de una relación comercial corriente (créditos garantizados).

(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.	(2) La Mercancía sometida a reserva de propiedad no podrá darse en prenda ni traspasarse a terceros como garantía antes de que se hayan abonado íntegramente los créditos garantizados. Dicha mercancía deberá guardarse por separado de otros objetos del comprador e identificarse como propiedad de SPIROL. Será necesario asegurar la mercancía íntegramente contra riesgos asegurables. El comprador deberá informar inmediatamente a SPIROL por escrito si y en qué medida se permite a terceros el acceso a la mercancía propiedad de SPIROL.
(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.	(3) En caso de incumplimiento de contrato por parte del comprador, en particular en caso de no abonar el precio de compraventa a su vencimiento, SPIROL tendrá derecho a resolver el contrato conforme a lo estipulado en la legislación, y a reclamar la devolución de la Mercancía basándose en su reserva de propiedad y en la resolución. Si el comprador no abona el precio de compraventa vencido, SPIROL solo podrá hacer valer estos derechos si se ha fijado previamente al comprador un plazo razonable para efectuar el pago o si la legislación establece que tal fijación de plazo es innecesaria.
(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:	(4) El comprador está facultado para enajenar y/o continuar el procesamiento de la mercancía bajo derecho de propiedad, dentro de la marcha ordinaria de su negocio. En este caso, serán de aplicación de manera complementaria las disposiciones siguientes:

(a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not loose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.	(a) La reserva de propiedad se extiende al valor íntegro de los productos originados a partir del procesamiento, de la mezcla o combinación de la mercancía sujeta a reserva de propiedad; productos de los cuales SPIROL cuenta como fabricante. Si al procesar, mezclar o combinar con mercancías de terceros se mantiene el derecho de propiedad de estos, SPIROL adquirirá copropiedad sobre ellos en proporción al valor de factura de la mercancía procesada, mezclada o combinada. Por lo demás, para el producto originado es aplicable lo mismo que para la mercancía suministrada bajo reserva de propiedad.
(b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.	(b) El comprador transmite a SPIROL – que los acepta – desde este momento los créditos contra terceros derivados de la reventa de la mercancía o del producto en su totalidad o, en su caso, hasta el total de la posible cuota de copropiedad de SPIROL, conforme al apartado anterior, en concepto de garantía.
(c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.	(c) Tanto el comprador como SPIROL están autorizados para cobrar los créditos. SPIROL se compromete a no cobrar los créditos mientras (I) el comprador cumpla con sus obligaciones de pago frente a SPIROL, (II) no incurra en demora en el pago, (III) no se solicite la apertura de un procedimiento de insolvencia contra él y (IV) no exista ninguna otra falta de capacidad de rendimiento. Si este es el caso, SPIROL puede exigir que el comprador le comunique los créditos transmitidos y los deudores, le dé toda la información necesaria para cobrarlos, le entregue la documentación correspondiente e informe a sus deudores (terceros) sobre la transmisión.
(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.	(5) Si el valor realizable de las garantías supera nuestros créditos en más del 10%, liberaremos – a petición del comprador – las garantías que elijamos.
VI. Limited Warranty, Defects and Statute of Limitation	VI. Garantía, vicio material y prescripción

(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is required, from acceptance.	(1) El plazo de prescripción para las reclamaciones derivadas de defectos legales o vicios materiales asciende a un año a partir de la entrega (EXW según los Incoterms 2020) o, si es necesario efectuar una aceptación, a partir de la aceptación.
(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.	(2) Si la mercancía consiste en equipos de trabajo o maquinaria (en lo sucesivo «Equipamiento»), el periodo de garantía ascenderá a (I) 180 días a partir de la entrega, si el Equipamiento no se utiliza más que durante un turno de ocho horas diarias, y a (II) 90 días, si se utiliza más que durante un turno de ocho horas diarias.
(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.	(3) Estos plazos de prescripción son aplicables también para las reclamaciones del comprador – contractuales y extracontractuales – de resarcimiento por daños que se basan en un vicio de la mercancía, a menos que la aplicación del plazo de prescripción establecido por la legislación (artículos 195 y 199 BGB – Código Civil alemán) contemple un plazo de prescripción más reducido en algún caso concreto. Todo ello sin perjuicio en ningún caso de los plazos de prescripción establecidos por la Ley alemana sobre la responsabilidad de productos. Por lo demás, para las reclamaciones de resarcimiento por daños del comprador serán de aplicación exclusivamente los plazos de prescripción estipulados por la legislación.
(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.	(4) La condición previa para que el comprador pueda efectuar reclamaciones por vicios es el cumplimiento de las obligaciones de inspección y queja (art. 377 HGB – Código de Comercio alemán). Es obligatorio inspeccionar cuidadosamente la mercancía en cuanto se efectúa la entrega. En lo que atañe a vicios ocultos o a aquellos que no pueden reconocerse mediante una inspección cuidadosa, se considerará que el comprador acepta la mercancía de SPIROL si ésta no recibe una queja por vicios dentro de los siete días hábiles siguientes a la entrega; si el comprador constata el vicio con anterioridad, en el marco de una utilización normal, este momento será determinante para el comienzo del plazo de queja.

(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will is going to refund costs for the cheapest way of shipment.	(5) A petición de SPIROL, un objeto de entrega sobre el que se ha formulado oposición se devolverá a SPIROL sin gastos de flete. Si la queja por vicio es justificada, SPIROL reembolsará los gastos del envío más económico posible.
(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.	(6) Si se constatan vicios materiales en los objetos suministrados, SPIROL está obligada y tiene derecho a elegir entre reparar el vicio o suministrar un repuesto dentro de un plazo razonable. Si fracasa, es decir, si es imposible o inexigible reparar el vicio o suministrar un repuesto, si se niega a hacerlo o si se retrasa exageradamente, el comprador podrá resolver el contrato o reducir el precio de compraventa de un modo razonable.
(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.	(7) La corrección de cumplimiento no incluye la mejora de la mercancía defectuosa, ni un nuevo montaje si SPIROL no estaba obligada originalmente a efectuar el montaje.
(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.	(8) Las reclamaciones del comprador de resarcimiento por daños o de resarcimiento por gastos infructuosos solo se aceptarán de acuerdo de estas CGVS y quedan excluidas en el resto de los casos.
VII. Liability	VII. Responsabilidad en caso de indemnización
(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.	(1) Si no se desprende otra cosa de estas CGVS, incluidas las disposiciones que se expresan a continuación, SPIROL asume la responsabilidad en caso de incumplimiento de las obligaciones contractuales y extracontractuales conforme a las disposiciones contenidas al respecto en la legislación.
(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.	(2) SPIROL responderá de resarcimiento por daños – con independencia de la razón jurídica subyacente – en caso de dolo y negligencia grave.
(3) In case of slight negligence, SPIROL is liable to compensation for damages	(3) En caso de negligencia simple, SPIROL solo responderá
(a) based on the injury of life, body or health,	(a) por daños derivados de lesiones a la vida, al cuerpo o a la salud,

(b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.	(b) por daños derivados del incumplimiento de una obligación contractual esencial (obligación cuyo cumplimiento es indispensable para la correcta ejecución del contrato y en cuyo cumplimiento la otra parte contratante confía y puede confiar por norma general); en este caso, la responsabilidad de SPIROL se limita al resarcimiento del daño previsible, el que se suele ocasionar generalmente.
(4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.	(4) Las limitaciones de responsabilidad que resultan de los apartados 2 y 3 anteriores no serán de aplicación si SPIROL guarda silencio sobre un vicio de forma dolosa y si ha establecido una garantía sobre la calidad de la Mercancía. Lo mismo es de aplicación para las reclamaciones del comprador de acuerdo con la Ley alemana sobre la responsabilidad de productos.
(5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.	(5) Por un incumplimiento de obligación que no consiste en un vicio, el comprador solo podrá desistir del contrato o resolverlo si el incumplimiento de la obligación es atribuible a SPIROL.
(6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.	(6) Las exclusiones y limitaciones de responsabilidad precedentes son aplicables en la misma medida a favor de los órganos, representantes legales, empleados y demás auxiliares ejecutivos de SPIROL.
VIII. Governing Law and Place of Jurisdiction	VIII. Elección de legislación aplicable y lugar de jurisdicción
(1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be govnrned by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.	(1) Para estas CGVS y para todas las relaciones jurídicas establecidas entre SPIROL y el comprador regirá la legislación de la República Federal de Alemania, bajo exclusión de la Convención de las Naciones Unidas sobre los contratos de compraventa internacional de mercaderías (CISG). Los requisitos y los efectos de la reserva de propiedad conforme estas CGVS están sometidos a la legislación del lugar de emplazamiento correspondiente de la cosa, si, a tenor de dicha legislación, la elección adoptada a favor del derecho alemán es improcedente o ineficaz.

(2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.	(2) La jurisdicción exclusiva para todas las discrepancias derivadas directa o indirectamente de la relación contractual será Múnich, Alemania (Audiencia Provincial de Múnich I). Sin embargo, SPIROL tendrá también la facultad – si así lo elige – de interponer una demanda en el lugar general de jurisdicción del comprador.
IX. Miscellaneous	IX. Otras disposiciones
(1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.	(1) Si el contrato o estas CGVS contienen lagunas de regulación, se considerarán acordadas para completar dichas lagunas aquellas normas eficaces jurídicamente que las partes contratantes hayan acordado, de conformidad con los objetivos económicos del contrato y el objeto de estas CGVS, una vez constaten la existencia de tales lagunas.
(2) The English version of these Terms shall prevail. The translation serves for information purposes only.	(2) La versión en inglés del presente documento es la única eficaz. La traducción a un idioma extranjero se efectúa únicamente a título informativo.
(3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.	(3) Si no obtiene previamente el consentimiento de SPIROL, el comprador no estará facultado para transmitir o ceder sus derechos u obligaciones derivados de la relación contractual.

ENGLISH**FRANÇAIS****I. Application of These Terms & Conditions**

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

I. Application des présentes conditions générales

(1) Toutes les livraisons, prestations et offres de la SPIROL S.R.O., Prague, République tchèque (« SPIROL ») se font exclusivement sur la base des présentes conditions générales de vente et de livraison (« CGVL »). Celles-ci font partie intégrante de tous les contrats que SPIROL conclut avec ses cocontractants (dénommés ci-après aussi « acheteurs ») concernant les livraisons et prestations offertes par SPIROL (appelées ci-après aussi « marchandise »). Les présentes CGVL sont considérées comme acceptées au plus tard lors de la réception de la marchandise. Elles sont valables également pour toutes les livraisons, prestations ou offres destinées à l'acheteur à l'avenir, même si elles ne sont pas convenues encore une fois séparément.

(2) Les présentes CGVL s'opposent aux conditions générales de l'acheteur. Celles-ci ne feront pas partie du contrat même si SPIROL ne réfute pas séparément, au cas par cas, leur validité. Même si SPIROL se réfère, dans le cadre de la conclusion d'un contrat, à une lettre ou à une offre de l'acheteur contenant les conditions générales de ce dernier ou d'un tiers ou renvoyant à celles-ci, ceci ne constitue pas un consentement de leur validité.

(3) Seul le contrat conclu par écrit entre SPIROL et l'acheteur, y compris les présentes CGVL, est déterminant pour les relations juridiques entre lesdites parties. Il stipule entièrement, dans l'objet du contrat, tous les accords entre les parties.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.	(4) Des accords verbaux ou divergents des présentes CGVL, antérieurs ou concomitants à la conclusion du contrat, sont sans engagement juridique et seront remplacés par le contrat écrit dans la mesure où il ne ressort pas expressément, au cas par cas, des ententes verbales que ces accords sont toujours fermement en vigueur. Un contrat écrit ou une confirmation écrite de SPIROL est déterminant pour le contenu de ce type d'accords.
(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.	(5) Toute modification des accords conclus, y compris des présentes CGVL, nécessite la forme écrite pour être valable. Les collaborateurs de SPIROL – à l'exception de ses gérants ou fondés de pouvoir – ne sont pas autorisés à passer des accords verbaux divergents de cette réglementation.
II. Conclusion of the Contract, Order Acknowledgement	II. Conclusion du contrat, confirmation de commande
(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.	(1) Pour être valable juridiquement, le contrat conclu entre SPIROL et l'acheteur nécessite d'être confirmé par SPIROL. Cette confirmation peut se faire par écrit, fax ou e-mail. Dans le cas d'une offre faite par SPIROL à l'acheteur, le contrat est conclu sitôt que l'acheteur accepte celle-ci par écrit.
(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.	(2) L'envoi par fax ou e-mail suffit pour respecter la forme écrite au sens des présentes CGVL.
(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.	(3) Les indications fournies par SPIROL concernant l'objet de la livraison ou de la prestation (par ex. poids, dimensions, résistance, tolérances et données techniques) ainsi que les représentations dudit objet (par ex. dessins et illustrations) ne sont pas des caractéristiques garanties de la marchandise mais plutôt des descriptions ou des étiquetages de celle-ci. Des écarts conformes aux usages commerciaux et des divergences s'appuyant sur des dispositions juridiques ou représentant des améliorations techniques ainsi que le remplacement de pièces détachées par des pièces équivalentes sont autorisés dans la mesure où ils ne limitent pas les possibilités d'utilisation conformes à l'usage prévu par contrat.

(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.	4) Les déclarations et notifications juridiquement pertinentes, émises à notre attention par l'acheteur après la conclusion du contrat (par ex. fixation de délais, avis de défauts, déclaration de résolution du contrat ou de réduction du prix), requièrent la forme écrite pour être valables.
III. Prices and Payment Obligations	III. Prix et conditions de paiement
(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.	(1) Les prix indiqués sont basés sur une livraison EXW SPIROL S.R.O. (Prague, République tchèque) (Incoterms 2020), TVA en sus. Les conditions correspondant à tout autre Incoterm seront précisées dans l'offre.
(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.	(2) Dans la mesure où les frais des matières premières ou d'autres frais encourus par SPIROL en rapport avec la fabrication et la livraison des prestations convenues augmentent ou au cas où l'acheteur retarde (en totalité ou en partie) la livraison d'une commande, SPIROL est autorisée à majorer le prix en fonction de l'augmentation des prix des matières premières ou de l'augmentation des prix au moment de la livraison retardée des produits.
(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.	(3) Au cas où l'acheteur ait laissé entrevoir à SPIROL qu'il lui achèterait un certain volume de produits pendant une période donnée, les parties sont d'accord pour que les prix convenus soient calculés sur la base de ce volume d'achat prévu. Au cas où l'acheteur achète, dans la période convenue, un volume de produits nettement inférieur à celui qu'il avait laissé entrevoir, les parties sont d'accord pour que SPIROL puisse, au choix, augmenter en conséquence, suivant leur quantité (inférieure), les prix des produits effectivement achetés ou exiger de l'acheteur l'entière exécution du contrat.

(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.	(4) Les montants de facture doivent être payés, sans la moindre déduction, dans les trente jours suivant l'établissement de la facture, dans la mesure où il n'en a pas été convenu autrement par écrit. La date faisant foi pour le paiement est la date d'encaissement du montant par le vendeur. SPIROL est autorisée, en cas de retard dans la réception du paiement, à établir une facture pour des livraisons et prestations déjà prêtes pour l'expédition. Si le client ne s'acquitte pas du paiement à échéance, des intérêts de huit (8) pourcent au-dessus du taux d'intérêt de base p.a. doivent être appliqués aux sommes dues, à partir de la date d'échéance ; la revendication de droits du fait d'autres dommages dus à un retard reste applicable.
(5) According to article L.441-6 of the commercial code, late payment penalties at the annual rate of 20% and an indemnity of 40€ shall be payable in case of default of payment the day after the payment date appearing on the invoice.	(5) Conformément à l'article L. 441-6 du code de commerce, des pénalités de retard, au taux annuel de 20 %, et une indemnité de 40 € sont dues à défaut de règlement le jour suivant la date de paiement figurant sur la facture.
(6) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.	(6) La compensation par des contre-prétentions de l'acheteur ou la rétention de paiements n'est autorisée que si les contre-prétentions sont jugées incontestées ou exécutoires.
(7) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.	(7) S'il est manifeste, après la conclusion du contrat, que le droit de SPIROL d'exiger le prix de vente est compromis à cause du manque de ressources de l'acheteur (par ex. en raison d'une demande d'ouverture d'une procédure d'insolvabilité), SPIROL est autorisée, selon les dispositions légales, à refuser de fournir la prestation et – le cas échéant, après la fixation d'un délai – à résilier le contrat. Dans le cas de contrats concernant la fabrication de biens non fongibles (modèles uniques), SPIROL peut résilier immédiatement le contrat; les réglementations légales établissant l'absence de nécessité de fixer un délai restent applicables.

IV. Shipments and Risk	IV. Expéditions et délai de livraison
(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.	(1) Les expéditions sont effectuées EXW SPIROL S.R.O. (Prague, République tchèque) (Incoterms 2020) – ou selon toute autre modalité expressément spécifiée dans le Contrat.
(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.	(2) La marchandise est expédiée vers un autre lieu de destination à la demande et aux frais de l'acheteur. S'il n'en a pas été expressément convenu autrement, le mode d'expédition et l'emballage relèvent de l'appréciation de SPIROL conformément à l'obligation lui incombant.
(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.	(3) Le risque est transféré à l'acheteur au plus tard lors de la remise de la marchandise selon EXW (Incoterms 2020) – au plus tard lors de sa remise (le début de l'opération de chargement étant déterminant pour celle-ci) au commissionnaire de transport, au transporteur ou à d'autres tiers désignés pour exécuter l'expédition. Ceci vaut également dans le cas de livraisons partielles ou si SPIROL a pris en charge d'autres prestations (par ex. l'expédition). Si l'expédition ou la remise est retardée à la suite d'un événement dont l'acheteur est responsable, le risque est transféré à celui-ci à partir du jour auquel l'objet de la livraison est prêt à être expédié et que SPIROL en a informé l'acheteur.
(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.	(4) L'envoi est assuré par SPIROL uniquement à la demande expresse de l'acheteur et à ses frais.
(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.	(5) Les délais et dates de livraison des marchandises que SPIROL a donnés sont valables uniquement à titre indicatif, à moins qu'un délai ferme ou une date fixe ait été expressément promis ou convenu. Lorsque l'expédition a été convenue, les délais et les dates de livraison se réfèrent à la date de la remise au commissionnaire de transport, au transporteur ou à d'autres tiers chargés du transport.

(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.	(6) SPIROL peut – sans préjudice des droits de l'acheteur pour cause de retard – exiger de celui-ci une prolongation des délais de livraison et de prestation ou un report de ceux-ci de la durée de la période pendant laquelle l'acheteur ne satisfait pas à ses engagements contractuels envers SPIROL.
(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) ("Nonavailability of Goods"), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.	(7) Si SPIROL ne peut pas respecter des délais de livraison fermes (indisponibilité de la prestation) pour des raisons dont elle n'est pas responsable (par ex. force majeure ou autres événements imprévisibles au moment de la conclusion du contrat et dont SPIROL n'est pas responsable, tels que par ex. des incidents techniques, des difficultés d'approvisionnement en matières et en énergie, des retards de transport, des grèves, des lock-out légitimes, une pénurie de main d'œuvre, d'énergie ou de matières premières, des mesures administratives), elle en informera immédiatement l'acheteur tout en lui communiquant le nouveau délai de livraison prévu. Si de tels événements rendent la livraison ou la prestation très difficile voire impossible pour SPIROL et que l'empêchement n'est pas seulement provisoire, SPIROL est autorisée à résilier le contrat. En cas d'empêchements de durée provisoire, les délais de livraison et de prestation se prolongent ou sont reportés de la durée de l'empêchement à laquelle s'ajoute un délai initial approprié. Dans la mesure où la réception de la marchandise ne peut pas être exigée de l'acheteur à cause du retard intervenu, celui-ci peut résilier le contrat par une déclaration écrite immédiate adressée à SPIROL.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL's side. In case of a default on SPIROL's side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to proof that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.	(8) La survenance du retard de livraison de la part de SPIROL se détermine selon les dispositions légales. Dans tous les cas, une lettre de rappel doit être envoyée par l'acheteur. Si SPIROL est en retard pour livrer la marchandise, l'acheteur peut exiger l'indemnisation forfaitaire du dommage subi en raison du retard. Le forfait-dommages est de 0,5 % du prix net (valeur de la livraison) pour chaque semaine calendaire terminée et ne dépasse pas toutefois au total 5 % de la valeur de la marchandise livrée en retard. C'est à nous de prouver qu'aucun dommage ou uniquement un dommage nettement inférieur au forfait susmentionné s'est produit.
(9) SPIROL is entitled to partial delivery only in case • such partial delivery is suitable for Buyer for the purposes of the Contract • the delivery of the remaining part of the Goods is ensured and • Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).	(9) SPIROL n'est autorisée à effectuer des livraisons partielles que si • la livraison partielle est utilisable par l'acheteur dans le cadre de l'usage auquel elle est destinée d'après le contrat, • la livraison de la marchandise commandée restante est garantie et • s'il n'en résulte pas de considérables dépenses ou frais supplémentaires pour l'acheteur (à moins que SPIROL se déclare prête à prendre ces frais en charge).
V. Retention of Title	V. Réserve de propriété
(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).	(1) Indépendamment du transfert de propriété et de risque, la marchandise vendue reste la propriété de SPIROL jusqu'au règlement intégral de toutes les créances actuelles et futures de SPIROL découlant du contrat de vente et d'une relation commerciale en cours (créances garanties).
(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.	(2) Les marchandises sous réserve de propriété ne doivent faire l'objet ni d'une mise en gage à des tiers ni d'un transfert de propriété à titre de garantie, avant le règlement intégral des créances garanties. Elles doivent être conservées à l'écart des autres objets de l'acheteur et indiquées comme propriété de SPIROL. Elles doivent être assurées intégralement contre tous les risques assurables. L'acheteur doit informer immédiatement SPIROL, par écrit, si et dans la mesure où des tiers ont accès aux marchandises appartenant à SPIROL.

(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.	(3) Si l'acheteur viole les termes du contrat, notamment s'il ne paie pas le prix d'achat dû, SPIROL est autorisée à résilier le contrat conformément aux dispositions légales et à exiger la restitution de la marchandise en vertu de la réserve de propriété et de la résiliation du contrat. Si l'acheteur ne paie pas le prix d'achat dû, SPIROL est en droit de faire valoir ces droits uniquement si un délai de paiement approprié, fixé au préalable à l'acheteur, n'a pas été respecté ou si une telle fixation de délai n'est pas indispensable selon les dispositions légales.
(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:	(4) L'acheteur est autorisé à revendre et/ou à transformer les marchandises sous réserve de propriété dans le cadre de la marche régulière des affaires. Dans ce cas, les dispositions ci-après s'appliquent à titre complémentaire :
(a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not lose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.	(a) La réserve de propriété s'étend à la valeur intégrale des produits découlant de la transformation, du mélange ou de la combinaison des marchandises sous réserve de propriété, SPIROL étant considérée en l'occurrence comme leur fabricant. Si le droit de propriété reste valable dans le cas d'une transformation, d'un mélange ou d'une combinaison des marchandises sous réserve de propriété avec celles de tiers, SPIROL en devient copropriétaire proportionnellement aux valeurs facturées des marchandises transformées, mélangées ou combinées. Du reste, le produit qui en découle est soumis à la même règle que celle valable pour la marchandise livrée sous réserve de propriété.
(b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.	(b) L'acheteur cède dès maintenant, à titre de garantie, à la société SPIROL qui les accepte, les créances envers des tiers découlant de la revente de la marchandise ou du produit, en intégralité ou proportionnellement à l'éventuelle part de copropriété détenue par SPIROL, telle qu'elle est mentionnée au paragraphe ci-dessus.

(c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.	(c) Outre SPIROL, l'acheteur reste autorisé à recouvrer la créance. SPIROL s'engage à ne pas recouvrer la créance tant que (i) l'acheteur remplit ses obligations de paiement envers SPIROL, (ii) qu'il n'est pas en retard de paiement, (iii) qu'aucune demande d'ouverture d'une procédure d'insolvabilité n'est déposée et (iv) qu'aucun autre manque de ressources de l'acheteur n'est à déplorer. Dans le cas contraire, SPIROL peut exiger que l'acheteur lui communique les créances cédées et leurs débiteurs, lui fournisse toutes les indications nécessaires au recouvrement, lui remette les documents s'y rapportant et informe les débiteurs (tiers) de la cession.
(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.	(5) Si la valeur réalisable des garanties dépasse nos créances de plus de 10 %, nous libérerons des garanties de notre choix, à la demande de l'acheteur.
VI. Limited Warranty, Defects and Statute of Limitation	VI. Garantie, défauts matériels et prescription
(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is requires, from acceptance.	(1) Le délai de prescription pour la revendication de droits du fait de défauts matériels et de vices juridiques est d'un an à compter de la livraison (EXW conf. aux Incoterms 2020) ou, si une réception de celle ci est nécessaire, à compter de sa réception.
(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.	(2) Si les marchandises sont des outils de travail ou des machines (« équipement »), le délai de garantie est de (i) 180 jours à compter de la livraison, si l'équipement est utilisé par l'acheteur pendant une durée de travail ne dépassant pas huit heures par jour et (ii) 90 jours s'il est utilisé pendant une durée de travail supérieure à huit heures par jour.

(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.	(3) Ces délais de prescription sont valables également pour les demandes de dommages-intérêts, contractuelles et extracontractuelles, de l'acheteur pour cause de vice de la marchandise, à moins que l'application de la prescription légale régulière (§§ 195 et 199 du code civil allemand « BGB ») ne conduise au cas par cas à une prescription plus courte. Les délais de prescription prévus par la loi sur la responsabilité du fait des produits restent en tout cas applicables. Pour le reste, seuls les délais de prescription fixés par la loi sont valables pour les demandes de dommages-intérêts de l'acheteur.
(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.	(4) Les droits de l'acheteur résultant de la constatation d'un vice présupposent l'exécution des obligations d'examen de la marchandise et de réclamation fixées par la loi (§ 377 du code de commerce allemand « HGB »). La marchandise doit être examinée soigneusement immédiatement après sa livraison. En ce qui concerne les défauts non apparents ou les vices qui n'auraient pas été identifiables lors d'un examen minutieux et immédiat, la marchandise est considérée comme acceptée par l'acheteur si la réclamation ne parvient pas à SPIROL dans un délai de sept jours ouvrables ; si, dans le cas d'une utilisation normale de la marchandise, l'acheteur a pu identifier le vice plus tôt, cette date est déterminante pour le début du délai de réclamation.
(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will be going to refund costs for the cheapest way of shipment.	(5) À la demande de SPIROL, toute marchandise livrée ayant fait l'objet d'une réclamation doit lui être renvoyée franco de port. Si la réclamation est légitime, SPIROL prend en charge les frais du mode d'expédition le meilleur marché.
(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.	(6) En cas de défauts matériels des marchandises livrées, SPIROL est tenue et en droit de choisir, dans un délai approprié, de réparer le vice ou d'effectuer une livraison de remplacement. En cas d'échec, c.-à-d. si la réparation du vice ou la livraison de remplacement est impossible, inexigible, refusée ou exagérément retardée, l'acheteur peut résilier le contrat ou diminuer le prix d'achat en conséquence.

(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.	(7) L'exécution ultérieure ne comprend ni le démontage de la marchandise défectueuse ni sa réinstallation, si SPIROL n'était pas tenue initialement de l'installer.
(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.	(8) Les droits de l'acheteur à des dommages-intérêts ou au remboursement de frais inutiles existent uniquement selon les présentes CGVL et sont sinon exclus.
VII. Liability	VII. Responsabilité en matière de dommages-intérêts
(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.	(1) Dans la mesure où les présentes CGVL, y compris les dispositions ci-après, n'en stipulent pas autrement, SPIROL est responsable en cas de violation d'obligations contractuelles et extracontractuelles conformément aux dispositions légales pertinentes en la matière.
(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.	(2) SPIROL est tenue de verser des dommages-intérêts – indépendamment du motif juridique – s'il y a faute volontaire ou faute lourde.
(3) In case of slight negligence, SPIROL is liable to compensation for damages	(3) En cas de simple négligence, SPIROL assume la responsabilité uniquement
(a) based on the injury of life, body or health,	(a) pour les dommages découlant de blessures corporelles ou d'atteintes à la vie ou à la santé,
(b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.	(b) pour les dommages découlant de la violation d'une obligation contractuelle essentielle (obligation dont l'exécution est nécessaire pour permettre la réalisation en bonne et due forme du contrat et sur le respect de laquelle le cocontractant compte et est en droit de compter régulièrement) ; dans ce cas, la responsabilité de SPIROL se limite toutefois à la réparation du dommage prévisible typique.
(4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.	(4) Les limitations de responsabilité découlant des paragraphes 2 et 3 ci-dessus ne sont pas valables si SPIROL a dissimulé frauduleusement un vice ou a garanti la qualité de la marchandise. Il en est de même pour les droits de l'acheteur conformément à la loi sur la responsabilité du fait des produits.
(5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.	(5) L'acheteur ne peut résilier le contrat pour cause de violation d'une obligation, ne consistant pas en un vice, que si SPIROL est responsable de ladite violation.

(6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.	(6) Les exclusions et limitations de responsabilité susmentionnées sont valables dans la même mesure pour les organes, les représentants légaux, les employés et autres auxiliaires d'exécution de SPIROL.
VIII. Governing Law and Place of Jurisdiction	VIII. Choix du droit applicable et juridiction compétente
(1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be govnrned by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.	(1) Les présentes CGVL et toutes les relations juridiques entre SPIROL et l'acheteur sont régies par le droit de la République Fédérale d'Allemagne, à l'exclusion de la convention des Nations Unies sur les contrats de vente internationale de marchandises (CISG). Les conditions et les effets de la réserve de propriété selon les présentes CGVL sont soumis au droit en vigueur sur le lieu de situation respectif de la chose dans la mesure où, d'après celui-ci, le choix du droit applicable en faveur du droit allemand est irrecevable ou invalide.
(2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.	(2) L'unique juridiction compétente pour statuer sur tous les litiges découlant directement ou indirectement du contrat est le « Landgericht » Munich I [Tribunal de Grande Instance] Munich, Allemagne. SPIROL est toutefois autorisée aussi, de son propre gré, à intenter une action en justice auprès de la juridiction ayant compétence judiciaire de droit commun pour l'acheteur.
IX. Miscellaneous	IX. Divers
(1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.	(1) Si le contrat ou les présentes CGVL devaient présenter des lacunes en matière de réglementation, il faut considérer comme convenues pour combler ces lacunes les réglementations valables juridiquement sur lesquelles les parties contractantes se seraient mises d'accord, d'après les objectifs économiques du contrat et le but des présentes CGVL, si elles avaient eu connaissance des lacunes réglementaires.
(2) The English version of these Terms shall prevail. The translation serves for information purposes only.	(2) La version anglais du présent document est la seule à avoir validité. La traduction dans d'autres langues étrangères sert uniquement à des fins d'information.

(3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.

(3) Sans l'accord préalable de SPIROL, l'acheteur n'est pas autorisé à céder ou à transférer ses droits ou obligations découlant du contrat.

ENGLISH**POLSKI****I. Application of These Terms & Conditions**

(1) All deliveries and performances of SPIROL S.R.O., Prague, Czech Republic ("SPIROL"), are subject to the following terms and conditions ("Terms"). The Terms are part of any contract entered into between SPIROL and any of its customers ("Buyer") regarding products and services (hereinafter also "Goods") offered by SPIROL. The Terms deem to be accepted with the acceptance of the Goods. They remain in force and apply to any future deliveries, services or offers of SPIROL to Buyer, even if not explicitly agreed upon again.

(2) Buyer's general terms and conditions explicitly are not accepted. Such terms and conditions shall be void and of no effect and not be part of the Contract, even if SPIROL does not explicitly disagree with them in the individual case. Even if in the course of the conclusion of the Contract, SPIROL refers to a writing of Buyer which included or refers to terms and conditions of the Buyer or of a third person, this does not express an agreement with such terms and conditions.

(3) The written contract including the Terms (the "Contract") constitutes the complete and exclusive agreement between SPIROL and Buyer, which expresses the complete agreement between the parties at the time of the conclusion of the contract.

I. Zastosowanie niniejszych warunków handlowych

(1) Wszelkie dostawy, usługi i oferty SPIROL S.R.O., Praga, Czechy („SPIROL”) realizowane są wyłącznie na podstawie niniejszych ogólnych warunków sprzedaży i dostaw („OWSD”). Stanowią one integralną część wszelkich umów obejmujących oferowane przez SPIROL dostawy i usługi (zwane dalej również „towarem”), zawieranych przez SPIROL z partnerami umów (zwanymi dalej również „Kupujący”). Te OWSD uważane są za zaakceptowane najpóźniej z chwilą przejęcia towaru. Dotyczą one również wszelkich przyszłych dostaw, usług lub ofert wyświadczonych bądź złożonych na rzecz Kupującego również bez ich ponownego odrębnego uzgodnienia.

(2) Ogólne Warunki Handlowe Kupującego zostają niniejszym zanegowane. Nie będą one treścią umowy również jeśli SPIROL nie zaneguje w poszczególnym przypadku ich obowiązywania. Również nawiązanie przez SPIROL w ramach zawarcia umowy do korespondencji względnie oferty Kupującego zawierającej warunki handlowe samego Kupującego lub osoby trzeciej względnie odesłanie do nich nie stanowi akceptacji ich obowiązywania.

(3) Dla stosunków prawnych między SPIROL a Kupującym miarodajna jest wyłącznie pisemnie zwarta umowa z niniejszymi OWSD włącznie. Odzwierciedla ona całkowicie wszystkie ustalenia zawarte między stronami odnośnie przedmiotu umowy.

(4) Oral agreements or agreements that deviate from the Contract, are non-binding and are hereby replaced by the Contract, if not in an individual case the oral agreement explicitly shall apply also after conclusion of the Contract. As to the content of such oral agreement, a written agreement or SPIROL's explicit written acknowledgement is determinative.	(4) Podjęte przed lub w trakcie zawarcia umowy uzgodnienia ustne bądź odbiegające od niniejszych OWSD są prawnie niezobowiązujące i zostaną zastąpione umową pisemną, o ile w pojedynczym przypadku z ustaleń ustnych nie wyniknie wyraźnie, że nadal wiążąco obowiązują. Miarodajna dla treści tego rodzaju uzgodnień jest pisemna umowa względnie wystosowane przez SPIROL pisemne potwierdzenie.
(5) Changes to the Contract have to be made in writing. With the exclusion of authorised officers or managing directors of SPIROL, SPIROL's staff is not authorised to orally enter into deviant agreements.	(5) Zmiany i uzupełnienia podjętych uzgodnień włącznie z niniejszymi OWSD niniejszej umowy wymagają celem ich skuteczności formy pisemnej. Pracownicy SPIROL nie są – z wyjątkiem dyrektorów i prokurentów – upoważnieni do podejmowania odbiegających od nich postanowień.
II. Conclusion of the Contract, Order Acknowledgement	II. Zawarcie umowy, potwierdzenie zamówienia
(1) Conclusion of the Contract between SPIROL and Buyer requires written acknowledgement by SPIROL. Such acknowledgement may be in writing or via fax or email. In case of an offer made by SPIROL, the conclusion of the Contract requires written acknowledgement by the Buyer.	(1) Celem skuteczności prawnej zawarcia umowy między SPIROL a Kupującym konieczne jest jej potwierdzenie przez SPIROL. Potwierdzenie może zostać wystosowane pisemnie, w trybie telefaks oraz poprzez email. W przypadku złożenia Kupującemu oferty przez SPIROL do zawarcia umowy dochodzi poprzez pisemnie zadeklarowaną akceptację Kupującego.
(2) In order to comply with the written form in terms of these Terms, transmission via fax or email shall be deemed sufficient.	(2) Celem zachowania formy pisemnej w rozumieniu tych OWSD wystarczająca jest transmisja w trybie telefaks bądź email.
(3) Specifications regarding the Goods issued by SPIROL (e.g. weight, measure, capacitance, tolerance and technical data) as well as description of the Goods (e.g. chart or illustration) are not guaranteed quality features but description and characterisation of Goods. Deviations in the borders of commercial practice and deviations on the basis of change of legal framework or technical improvement, as well as the replacement of parts by equivalent parts are permissible to the extent that the purpose of the Contract is not infringed.	(3) Przekazane przez SPIROL dane odnośnie przedmiotu dostawy lub usługi (na przykład ciężar, rozmiar, wytrzymałość, tolerancje i dane techniczne) oraz jego zobrazowanie (na przykład rysunki i fotografie) nie stanowią gwarantowanych właściwości towaru lecz przedstawiają jego opis bądź cechy charakterystyczne. Przyjęte w handlu rozbieżności oraz rozbieżności będące rezultatem przepisów prawnych lub stanowiące polepszenia techniczne a także zastąpienie części konstrukcyjnych równoważącymi elementami są dopuszczalne, o ile nie pogarsza to stosowalności produktu w umownie przewidzianym celu.

(4) Any kind of declarations and notifications to be made to SPIROL after the conclusion of the Contract (e.g. setting if a deadline etc.) require written form to be effective.	(4) Istotne prawnie deklaracje i powiadomienia Kupującego wobec nas po zawarciu umowy (na przykład wyznaczenie terminów, informacje o usterkach, oświadczenie o odstąpieniu lub pomniejszeniu) wymagają celem skuteczności formy pisemnej.
III. Prices and Payment Obligations	III. Ceny i warunki płatności
(1) Prices quoted are based on EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) plus VAT. All other Incoterms will be quoted accordingly.	(1) Podane ceny są oparte na EXW SPIROL S.R.O. (Praga, Czechy) (Incoterms 2020) plus VAT. Pozostałe Incoterms zostaną wycenione indywidualnie.
(2) If the price of raw materials increases or the cost to SPIROL of supplying the goods otherwise increases, or if the shipment of all or any part of an order is delayed by Buyer, SPIROL shall have the right to increase the price to reflect the increased price of the raw materials or the increased price of the delayed goods in effect at the time of the shipment.	(2) W przypadku wzrostu kosztów surowców lub innych kosztów ponoszonych przez SPIROL w związku produkcją i dostawą uzgodnionych usług lub w przypadku spowodowania przez Kupującego zwłoki w dostawie (całości lub części) zamówienia SPIROL jest uprawniony do podwyższenia ceny odpowiednio do podwyższonych cen surowców lub odpowiednio do cen podwyższonych w momencie dostawy za produkty dostarczone później.
(3) Buyer agrees that pricing is conditioned on Buyer's complying with the terms of the Contract with respect to the quantities requested to be shipped over a specific time period and that, if Buyer fails to meet such condition, Seller may at its option either retroactively increase the price of the goods based on the quantities shipped or require Buyer to comply fully with the terms and conditions of the Contract.	(3) W wypadku zapowiedzenia przez Kupującego wobec SPIROL odbioru określonej ilości produktów w określonym okresie strony są zgodne, że ustalone ceny zostały skalkulowane w oparciu o tą przewidywalną ilość odbioru. W przypadku istotnego zaniżenia przez Kupującego zapowiedzianej ilości odbieranych w uzgodnionym czasie produktów strony są zgodne, że SPIROL może według własnego wyboru stosów podwyższyć ceny za faktycznie odebrane produkty odpowiednio do ich (niższej) ilości lub zażądać od Kupującego całkowitego spełnienia umowy.

(4) Payment shall be net thirty (30) days after date of invoice, unless otherwise specified in the Contract. Decisive shall be the time of payment receipt by SPIROL. Seller may issue an invoice for goods ready for shipment even though shipment is delayed by Buyer. In case of a delay in payment, the amount due is subject to interest in the amount of eight (8) percentage points above base interest rate p.a. SPIROL shall be entitled to claim for further damages in case of delay of the Buyer.	(4) Kwoty faktur są wymagalne bez potrąceń w ciągu trzydziestu dni od wystawienia faktury, o ile pisemnie nie uzgodniono inaczej. Miarodajny dla daty płatności jest jej wpływ u Sprzedającego. SPIROL jest w przypadku zwłoki wierzyciela uprawniony do wystawienia faktury za przygotowane do wysyłki dostawy i świadczenia. Jeśli zleceniodawca nie ureguje jej w terminie wymagalności, od zaległych kwot należy od dnia wymagalności naliczyć odsetki w wysokości ośmiu (8) punktów procentowych powyżej podstawowej stopy procentowej rocznie; dochodzenie roszczeń w związku z dalszymi szkodami w przypadku zwłoki pozostaje nienaruszone.
(5) Payment shall be made in full without any withholding or deduction, whether by way of set-off, counterclaim, abatement or otherwise if not with a counterclaim which is undisputed or legally recognised.	(5) Zaliczenie roszczeń wzajemnych Kupującego lub zatrzymanie płatności jest dopuszczalne jedynie, jeśli roszczenia te są bezsporne lub prawomocnie ustalone.
(6) In case after the conclusion of the Contract there is reason to doubt that amounts due from Buyer will be paid in full when due (e.g. application to open insolvency proceedings), in line with legal regulations, SPIROL is entitled to refusal of performance and – as the case may be after setting of a deadline – entitled to withdraw from the Contract. In case of non-fungible goods (custom-made items), SPIROL may immediately withdraw from the Contract; legal regulations as to dispensability of the setting of a deadline remain unaffected.	(6) Jeśli po zawarciu umowy okaże się, że niedostateczna sprawność płatnicza Kupującego zagraża (na przykład poprzez wniosek o otwarcie postępowania upadłościowego) roszczeniu SPIROL odnośnie ceny zakupu, SPIROL jest zgodnie z ustawowymi przepisami uprawniony do odmowy realizacji usługi oraz – w danym wypadku po wyznaczeniu terminu – do odstąpienia od umowy. W przypadku umów obejmujących wytworzenie produktów, których dalsze wykorzystanie nie jest możliwe (produkcja jednostkowa), SPIROL może natychmiast zdeklarować odstąpienie; regulacje ustawowe odnośnie zbędności wyznaczenia terminu pozostają nienaruszone.
IV. Shipments and Risk	IV. Warunki Dostawy i Ryzyko
(1) Shipments are made EXW SPIROL S.R.O. (Prague, Czech Republic) (Incoterms 2020) – or as otherwise explicitly specified within the Contract.	(1) Wysyłka odbywa się na zasadzie EXW SPIROL S.R.O. (Praga, Czechy) (Incoterms 2020) – lub w inny sposób wyraźnie określony w Umowie.

(2) In case Buyer wishes, the Goods are shipped to another destination. Method of shipment and packaging are subject to reasonable discretion of SPIROL, if not agreed upon otherwise.	(2) Na żądanie i koszt Kupującego towar zostanie wysłany do innego miejsca przeznaczenia. Rodzaj wysyłki i opakowanie podlega zgodnemu z podjętymi zobowiązaniami uznaniu SPIROL, jeśli wyraźnie nie uzgodniono inaczej.
(3) The risk in the Goods pass to Buyer on delivery EXW (Incoterms 2020), at the latest in the moment of delivery to carrier, shipper or any other person being determined in connection with the shipment) (moment of beginning of loading being decisive). This is also true in case of partial delivery or in case SPIROL assumed other services (e.g. shipment). In case shipment is delayed because of a reason attributable to Buyer, the risk passes to Buyer from the day the Goods are ready for shipment and SPIROL announced this to Buyer.	(3) Ryzyko przechodzi najpóźniej wraz z przejęciem towaru zgodnie z EXW (Incoterms 2020) na Kupującego – najpóźniej wraz z przejęciem (przy czym miarodajny jest tu początek załadunku) na spedytora, przewoźnika lub inne wyznaczone do realizacji przesyłki osoby trzecie. Powyższe obowiązuje również w przypadku dostaw częściowych lub przejęcia przez SPIROL innych jeszcze świadczeń (na przykład wysyłka). Jeśli wysyłka lub przejęcie opóźnia się w wyniku okoliczności, której przyczyną leży po stronie Kupującego, ryzyko przechodzi na Kupującego z dniem gotowości przedmiotu dostawy do wysyłki i zawiadomienia o tym Kupującego przez SPIROL.
(4) The shipment will only be insured by SPIROL in case explicitly agreed upon with the Buyer and at expense of the Buyer.	(4) Przesyłka zostanie ubezpieczona przez SPIROL wyłącznie na wyraźne życzenie Kupującego oraz jego koszt.
(5) Time limits and deadlines announced by SPIROL in connection with Goods only apply approximately, if not explicitly a fixed deadline or a fixed date has been agreed upon between SPIROL and Buyer. In case shipment has been agreed upon, term and day of delivery refer to the time of handing the Goods over to the carrier, shipper or a third person assigned in connection with the shipment.	(5) Zapowiedziane przez SPIROL terminy dotyczące towarów obowiązują bez wyjątku jedynie w przybliżeniu, chyba, że ścisły termin został wyraźnie zapewniony lub uzgodniony. O ile uzgodniono wysyłkę, terminy dostaw odnoszą się do punktu czasowego przekazania towaru spedytorowi, przewoźnikowi lub innym osobom trzecim, którym zlecono transport.
(6) In case Buyer does not fulfil his contractual obligations towards SPIROL, regardless of rights in connection with the Buyer's default (e.g. claims in connection with damages based on default), SPIROL is entitled to claim for an extension of the term of delivery/performance or an adjournment of time of delivery/performance by the time, Buyer is in default.	(6) SPIROL może – bez naruszenia praw wynikających ze zwłoki Kupującego – zażądać od Kupującego przedłużenia terminów dostawy i usług lub ich przesunięcia o okres, w którym Kupujący nie wypełnia spoczywających na nim zobowiązań umownych wobec SPIROL.

(7) In case SPIROL is not able to observe fixed terms/times of delivers/performance based on grounds not attributable to SPIROL (such as force majeure or other events that – at the time of conclusion of the Contract – were not foreseeable and which are not attributable to SPIROL such as blockage, strikes, barriers in supply with necessary raw materials or energy, lack of employees, regulatory measures etc.) ("Nonavailability of Goods"), SPIROL is going to promptly notify Buyer of such grounds and of the estimated new term/time of delivery. In case such grounds should considerably impede or even make delivery impossible and such impediment should not be temporary, SPIROL is entitled to withdraw from the Contract. In case of temporary impediments, term and time of delivery/performance are extended by the term of impediment plus reasonable add on. If in case of an extension based on grounds as aforesaid, acceptance of the Goods should not be reasonable for Buyer, Buyer is entitled to withdraw from Contract by written declaration to SPIROL.

(8) Default in delivery on the side of SPIROL is determined on the basis of the law. In each case, a dunning sent by Buyer is required to constitute a default on SPIROL's side. In case of a default on SPIROL's side, Buyer may claim for a flat-rate compensation for damages. Such flat-rate compensation for damages is calculated on the basis of 0.5 % of the net price of the Goods in default per completed week of default, in maximum 5 % of delivery value of the Goods in default. SPIROL reserves the right to prove that there is no damages at all or considerably lower damages than claimed under the flat-rate compensation.

(7) Jeśli SPIROL nie jest w stanie dotrzymać wiążących terminów dostaw (niedyspozycyjność świadczenia) z przyczyn, za które nie jest odpowiedzialny (na przykład siła wyższa lub inne, w chwili zawierania umowy niemożliwe do przewidzenia wydarzenia, za które SPIROL nie ponosi odpowiedzialności jak na przykład zakłócenia trybu pracy, trudności w pozyskaniu materiałów lub energii, opóźnienia transportowe, strajki, prawowite lokauty, brak sił roboczych, energii lub surowców, interwencje urzędowe), SPIROL niezwłocznie zawiadomi o tym Kupującego i poinformuje go o przewidywalnym nowym terminie dostawy. Jeśli takie wydarzenia istotnie utrudniają lub uniemożliwiają SPIROL dostawę lub usługę a trwanie przeszkody ma charakter dłuższy niż przejściowy, SPIROL jest uprawniony do odstąpienia od umowy. W przypadku przeszkód o charakterze przejściowym terminy dostaw lub usług ulegają przedłużeniu lub przesunięciu o okres trwania przeszkody powiększony o stosowny czas na podjęcie odnośnych przygotowań. O ile wskutek zwłoki odbiór towaru przez Kupującego jest nierealny w wymogu, może on odstąpić od umowy poprzez niezwłoczne wystosowanie pisemnego oświadczenia wobec SPIROL.

(8) Nastanie zwłoki w dostawie ze strony SPIROL definiuje się przepisami ustawowymi. W każdym razie konieczne jest wystosowanie monitu przez Kupującego. Jeśli SPIROL popadnie w zwłokę w dostawie, Kupujący może zażądać zryczałtowanej rekompensaty szkody powstałej w wyniku zwłoki. Ryczałt za szkodę wynosi za każdy pełny tydzień kalendarzowy zwłoki 0,5 % ceny netto (wartość dostawy), jednakże łącznie najwyżej 5% wartości dostawy dostarczonego z opóźnieniem towaru. Zastrzegamy sobie dowiedzenie, że Kupujący nie poniósł żadnej szkody lub że poniósł on jedynie szkodę znacznie niższą niż powyższy ryczałt.

(9) SPIROL is entitled to partial delivery only in case • such partial delivery is suitable for Buyer for the purposes of the Contract • the delivery of the remaining part of the Goods is ensured and • Buyer does not incur considerable additional costs or expenses (if not SPIROL agrees to assume such additional costs or expenses).	(9) SPIROL jest uprawniony do dostaw częściowych wyłącznie, jeśli • dostawa częściowa jest zdatna do użytku Kupującego w ramach umownego celu przeznaczenia, • dostawa pozostałego zamówionego towaru jest zapewniona, • Kupujący nie poniesie poprzez to znacznych dodatkowych nakładów lub kosztów (chyba, że SPIROL zdeklaruje gotowość przejęcia tych kosztów).
V. Retention of Title	V. Zastrzeżenie własności
(1) Notwithstanding passing of risk in and possession of the Goods, title to the Goods shall not pass to Buyer before until the full payment of all current and future claims of SPIROL out of and in connection with the Contract and the business connection between the parties (Collateralized Claims).	(1) Niezależnie od przejścia posiadania i ryzyka własność sprzedanego towaru pozostaje zastrzeżona do całkowitego uregulowania wszystkich obecnych i przyszłych wierzytelności SPIROL wynikających z umowy kupna oraz bieżącego stosunku handlowego (wierzytelności zabezpieczone).
(2) The Goods under this retention of title before full payment of the Collateralized Claims (i) may not be pledged to a third party or transferred by way of security, (ii) are to be stored from all other goods held by Buyer, and (iii) are to be labelled as property of SPIROL. Such Goods are to be insured by Buyer against all insurable risks for their full price. In case there is a third party taking hold of such Goods, Buyer shall inform SPIROL immediately as to such actions.	(2) Przed całkowitym uregulowaniem zabezpieczonych wierzytelności niedopuszczalne jest ani zastawienie objętych zastrzeżeniem własności towarów ani przeniesienie ich własności jako zabezpieczenie na osoby trzecie. Należy przechowywać je oddzielnie od innych przedmiotów Kupującego i wykazywać jako własność SPIROL. Mają one zostać ubezpieczone w pełnej wysokości od podlegających ubezpieczeniom przypadków ryzyka. Kupujący ma niezwłocznie zawiadomić pisemnie SPIROL, jeśli i o ile dojdzie do rozporządzenia należącymi do SPIROL towarami przez osoby trzecie.
(3) In case of a breach of the Contract by Buyer, especially in case of default of payment, SPIROL pursuant to statutory provisions is entitled to withdraw from the Contract and to reclaim the Goods based on the retention of title and withdrawal from the Contract. In case of default of payment, such rights are only to be executed by SPIROL in case of prior setting of a reasonable deadline for payment to Buyer without result or in case such setting of a deadline pursuant to statutory provisions is unnecessary.	(3) W przypadku sprzecznego z umową postępowania Kupującego, w szczególności w przypadku nieuregulowania wymagalnej ceny zakupu, SPIROL jest uprawniony do odstąpienia od umowy zgodnie z przepisami ustawowymi oraz do zażądania zwrotu towaru na podstawie zastrzeżenia własności oraz podjętego odstąpienia. Jeśli Kupujący nie ureguje wymagalnej ceny zakupu, SPIROL ma prawo do skorzystania z tych praw jedynie, jeśli Kupującemu został uprzednio bezskutecznie wyznaczony stosowny termin zapłaty lub jeśli zgodnie z przepisami ustawowymi takie wyznaczenie terminu jest zbędne.

(4) Buyer may resell or use the Goods in the ordinary course of its business. In such case, the following additional provisions shall apply:	(4) Kupujący jest upoważniony do dalszej odsprzedaży i/lub przetworzenia w regularnym trybie działalności handlowej towarów objętych zastrzeżeniem własności. W tym wypadku uzupełniająco obowiązują poniższe postanowienia:
(a) The retention of title also comprises the products of work which are generated by the processing, mixture or combination of the Goods subject to the retention of title to their full value, whereupon SPIROL shall deem to be the manufacturer. In case of processing, mixture or combination with goods of third parties which do not loose title in such goods, SPIROL acquires co-ownership pro rata based on the value of the invoice and the processed, mixture or combined goods. Apart from that, the same regulations apply to the emerged goods as to the Goods.	(a) Zastrzeżenie własności rozciąga się na wyroby powstające poprzez przetworzenie, wymieszanie lub połączenie objętych zastrzeżeniem własności towarów w ich pełnej wartości, przy czym SPIROL figuruje jako ich producent. Jeśli w wypadku przetworzenia, wymieszania lub połączenia z towarami osób trzecich ich prawo własności zachowuje ważność, SPIROL nabywa współwłasność w proporcji wartości rachunkowych przetworzonych, wymieszanych lub połączonych towarów. Ponadto dla powstającego wyrobu obowiązują te same regulacje jak dla towaru dostarczonego przy zastrzeżeniu własności.
(b) Any claims arising out of or in connection with the resale of the Goods or emerged products to third parties are hereby assigned by way of security to SPIROL by Buyer in total or to the amount of SPIROL's co-ownership pursuant to the foregoing paragraph, respectively. SPIROL hereby accepts such assignment.	(b) Wynikające z dalszej odsprzedaży towaru lub wyrobu wierzytelności wobec osób trzecich Kupujący teraz już odstępuje całkowicie względnie w wysokości ewentualnego udziału współwłasności SPIROL zgodnie z powyższym ustępem jako zabezpieczenie na rzecz SPIROL, który akceptuje to odstąpienie.
(c) Buyer remains to be entitled to collect the claims arising from a resale besides SPIROL. SPIROL is obligated not to collect the claim as long as (i) Buyer fulfils its payment obligations towards SPIROL, (ii) Buyer is not in default of payment, (iii) Buyer has not requested to open insolvency proceedings and (iv) there is no other defect of Buyer's performance ability. In case one of the aforesaid features is not true, SPIROL may demand that Buyer delivers the respective claim, the name of the debtor as well as any documentation and any of the necessary information to collect the claim and announces the assignment of the claim to the debtor.	(c) Do konfiskaty wierzytelności Kupujący pozostaje upoważniony obok SPIROL. SPIROL zobowiązuje się do niepodjęcia konfiskaty wierzytelności, dopóki (i) Kupujący dopełnia ciężących na nim zobowiązań płatniczych wobec SPIROL, (ii) nie popada w zwłokę w płatności, (iii) nie został złożony wniosek o otwarcie postępowania upadłościowego oraz (iv) nie ma miejsca żaden inny mankament jego sprawności płatniczej. Jeśli ma to miejsce, SPIROL może zażądać od Kupującego ujawnienia przez niego odstąpionych wierzytelności oraz ich dłużników, podania wszelkich koniecznych celem konfiskaty informacji, przekazania relewantnych dokumentów oraz powiadomienia dłużników (osoby trzecie) o odstąpieniu.

(5) In case the realisable value of the security exceeds SPIROL's secured claims by more than 10 %, Buyer may claim for release of security in the respective exceeding amount and SPIROL is going to release securities at its own choice in the respective amount.	(5) Jeśli możliwa do zrealizowania wartość zabezpieczeń przewyższa nasze wierzytelności o ponad 10%, na żądanie Kupującego dokonamy uwolnienia zabezpieczeń według naszego wyboru.
VI. Limited Warranty, Defects and Statute of Limitation	VI. Rękojmia, wady rzeczowe i przedawnienie
(1) The period of limitation of claims based on defects as to quality or of title amounts to one year starting from delivery (EXW Incoterms 2020) or, in case acceptance by Buyer is required, from acceptance.	(1) Termin przedawnienia roszczeń w związku z wadami rzeczowymi i usterkami prawnymi wynosi jeden rok od wysyłki (EXW zgodnie z Incoterms 2020) lub, o ile konieczny jest odbiór, od odbioru.
(2) In case Goods are machines or equipment ("Equipment"), time period of warranty is (i) 180 days from delivery, in case Equipment is used by Buyer in no more than one eight hour shift per day or equivalent; and (ii) 90 days for Equipment that is used by Buyer in more than one eight hour shift per day or equivalent.	(2) Jeśli w przypadku towaru chodzi o narzędzia pracy względnie maszyny („wyposażenie”), termin rękojmi wynosi (i) 180 dni od wysyłki, jeśli wyposażenie jest eksploatowane przez Kupującego nie więcej niż w jednej ośmiogodzinnej zmianie na dzień oraz (ii) 90 dni, jeśli jego eksploatacja przewyższa jedną ośmiogodzinną zmianę na dzień.
(3) The time periods of warranty as determined above shall also apply to contractual or non-contractual claims for damages of Buyer, which are based on defect of Goods, unless the application of statutory regulations (sections 195, 199 German Civil Code) as to limitation would lead to a shorter limitation period. Limitation periods of the Law on Product Liability remain unaffected. In other cases the statutory rules of law as to limitation apply.	(3) Te terminy przedawnienia obowiązują również dla umownych oraz pozaumownych roszczeń odszkodowawczych Kupującego w związku z wadą towaru, chyba, że zastosowanie regularnego przedawnienia ustawowego (paragrafy 195, 199 [niem.] Kodeksu cywilnego) doprowadziłyby w pojedynczym przypadku do krótszego przedawnienia. Terminy przedawnienia przewidziane Ustawą o odpowiedzialności cywilnej za produkt pozostają w każdym wypadku nienaruszone. Poza tym dla roszczeń odszkodowawczych Kupującego obowiązują wyłącznie ustawowe terminy przedawnienia.

(4) Any rights based on defects of the Goods require compliance with regulations as to statutory rules of law as to inspection and the requirement to make complaints in respect of a defect immediately (section 377 German Commercial Code). The Goods shall be diligently inspected immediately after delivery by the Buyer. In case of defects which in case of an immediate and diligent inspection were not evident, the Goods are deemed to be accepted by Buyer, if the respective complaint does not reach SPIROL within seven business days from the Buyer's knowledge of the respective defect; in case a defect is noticeable at an earlier date, such date is decisive.	(4) Roszczenia Kupującego w związku z wadami zakładają spełnienie ustawowych obowiązków kontroli i zakwestionowania towaru (paragraf 377 [niem.] Kodeksu handlowego). Towar należy niezwłocznie po wysyłce poddać starannej kontroli. W odniesieniu do wad, które nie są ewidentne względnie które nie byłyby dostrzegalne w trakcie niezwłocznej, starannej kontroli, towar uchodzi za zaakceptowany przez Kupującego, jeśli jego zakwestionowanie w związku ze stwierdzoną wadą nie wpłynie do SPIROL w ciągu siedmiu dni roboczych; jeśli wada była w normalnej eksploatacji dostrzegalna dla Kupującego już we wcześniejszym momencie, dla biegu terminu zakwestionowania towaru miarodajny jest tenże moment.
(5) On SPIROL's request, the defective Good(s) is to be shipped to SPIROL carriage paid. In case of a justified complaint, SPIROL will is going to refund costs for the cheapest way of shipment.	(5) Na żądanie SPIROL zakwestionowany przedmiot dostawy ma zostać odesłany franco fracht z powrotem do SPIROL. W przypadku uzasadnionego zakwestionowania towaru SPIROL zwraca koszty najkorzystniejszej drogi wysyłki.
(6) In case of defects in quality, SPIROL at its own choice is entitled and obligated to repair or replace the defective Goods within reasonable time. In case such supplementary performance fails, i.e. in case of impossibility, inacceptability, refusal or unreasonable delay in supplementary performance, Buyer is entitled to withdraw from the Contract or to reasonably reduce the price.	(6) W przypadku wad rzeczowych dostarczonych przedmiotów SPIROL jest najpierw uprawniony i zobowiązany według własnego wyboru, którego dokonać ma on w stosownym terminie, do przedsięwzięcia poprawki lub dostawy zastępczej. W przypadku niepowodzenia, to jest niemożliwości, nierealności w wymogu, odmowy lub niewspółmiernej zwłoki poprawki lub dostawy zastępczej, Kupujący może odstąpić od umowy lub stosownie zmniejszyć cenę zakupu.
(7) Supplementary performance does not comprise disassembly of defect Goods nor renewed assembly, if SPIROL originally was not obligated to such assembly.	(7) To uzupełnienie nie uwzględnia ani demontażu wadliwego towaru ani ponownego montażu, jeśli SPIROL nie był początkowo do niego zobowiązany.
(8) Claims for damages for the Buyer exist to the extent pursuant to these Terms exclusively.	(8) Roszczenia rekompensaty na rzecz Kupującego powstałej szkody względnie daremnych nakładów mają miejsce wyłącznie stosownie do niniejszych OWSD i są poza tym wykluczone.

VII. Liability	VII. Odpowiedzialność cywilna za rekompensatę szkody
(1) Insofar as there is nothing different arising from the Terms including the following regulations, SPIROL's obligation to compensation for damages based on contractual or non-contractual breaches of duty follows applicable statutory regulations.	(1) O ile z niniejszych OWSD włącznie z poniższymi postanowieniami nie wynika nic innego, w przypadku naruszenia obowiązków umownych i pozaumownych SPIROL odpowiada cywilnie zgodnie z odpowiednimi przepisami ustawowymi.
(2) In case of intent or in case of gross negligence, SPIROL is liable to compensation for damages.	(2) Za rekompensatę szkody SPIROL odpowiada cywilnie – niezależnie z jakiego powodu prawnego – w przypadku zamierzenia lub rażącego zaniedbania.
(3) In case of slight negligence, SPIROL is liable to compensation for damages	(3) W przypadku lekkiego zaniedbania SPIROL odpowiada cywilnie jedynie
(a) based on the injury of life, body or health,	(a) za szkody w wyniku naruszenia życia, ciała lub zdrowia,
(b) based on the breach of essential obligations of the Contract (i.e. obligations, which are necessary to enable the fulfilment of the Contract and which the contractual partner regularly relies on and may rely on); in such case SPIROL's liability is limited to the compensation of foreseeable, typically encountered damages.	(b) za szkody w wyniku naruszenia istotnego obowiązku umownego (zobowiązanie, którego spełnienie jest w ogóle możliwe dopiero poprzez regularną realizację umowy oraz w dotrzymanie którego partner umowy regularnie pokłada zaufanie i może je pokładać); w tym wypadku odpowiedzialność cywilna SPIROL jest jednakże ograniczona do rekompensaty przewidywalnej, typowo występującej szkody.
(4) The limitations of liability pursuant to foregoing paragraphs 2 and 3 do not apply in case of fraudulent concealment or in case of a guaranteed quality features. The same applies in case of claims based on the Law on Product Liability.	(4) Ograniczenia odpowiedzialności cywilnej wynikające z powyższych ustępów 2 i 3 nie obowiązują, o ile SPIROL podstępnie przemilczy wadę lub przejmie gwarancję za właściwości towaru. To samo obowiązuje w odniesieniu do roszczeń Kupującego zgodnie z Ustawą o odpowiedzialności cywilnej za produkt.
(5) In case of a breach of duty, which is not constituted by a defect if the Goods, Buyer may only withdraw from the Contract in case such breach of duty is attributable to SPIROL.	(5) W związku z naruszeniem obowiązku, które nie polega na wadzie, Kupujący może odstąpić od umowy lub wypowiedzieć ją jedynie w przypadku, jeśli za to naruszenie obowiązku odpowiedzialność ponosi SPIROL.
(6) The foregoing limitations of liability to the same extent apply as to organs, legal representatives, employees and other auxiliary persons of SPIROL.	(6) Wyżej wymienione wykluczenia i ograniczenia odpowiedzialności cywilnej obowiązują w takim samym zakresie na korzyść organów, przedstawicieli ustawowych, pracowników oraz pozostałych osób, którym SPIROL powierzył wykonanie zobowiązania.

VIII. Governing Law and Place of Jurisdiction	VIII. Wybór prawa i właściwość miejscowa sądu
(1) The Contract including these Terms and any privity of contract between SPIROL and Buyer shall be govnrned by and construed in accordance with the laws of Germany. In no event shall the United Nations Convention on Contracts for the International Sale of Goods apply to this Contract. The legal requirements and effects of the retention of title pursuant to these Terms are governed by the rules of law at the respective location of the Goods, to the extent that pursuant to such rules of law, the choice of German laws should be prohibited or not be effective.	(1) Dla niniejszych OWSD i wszystkich stosunków prawnych między SPIROL a Kupującym obowiązuje prawo Republiki Federalnej Niemiec z wyłączenie Konwencji Narodów Zjednoczonych o umowach międzynarodowej sprzedaży towarów (CISG). Przesłanki i skutki zastrzeżenia własności według tych OVSD podlegają prawu obowiązującemu w każdorazowym miejscu zmagazynowania rzeczy, o ile według niego dokonany wybór prawa na korzyść prawa niemieckiego jest niedopuszczalny lub nieskuteczny.
(2) Exclusive place of jurisdiction for any and all direct or indirect disputes in connection with the Contract is Munich, Germany (Landgericht Muenchen I). At its own choice, SPIROL is entitled to institute legal proceedings at the place of general jurisdiction of the Buyer.	(2) Dla wszelkich sporów wynikających bezpośrednio lub pośrednio z niniejszego stosunku umowy wyłącznym właściwym miejscowo sądem jest sąd w Monachium, Niemcy (Sąd Krajowy w Monachium I). SPIROL jest jednakże według własnego wyboru uprawniony również do wytoczenia powództwa w ogólnej właściwości miejscowej sądu Kupującego.
IX. Miscellaneous	IX. Pozostałe uzgodnienia
(1) If the Contract including these Terms should contain a gap, the parties agree that the respective regulation shall deem to be agreed upon which the parties would have agreed upon according to the economical purpose of these Terms, would they have known about the gap.	(1) W przypadku ewentualnych braków regulacji w umowie lub niniejszych OWSD celem ich uzupełnienia za uzgodnione uważa się takie prawnie skuteczne regulacje, które partnerzy umowy podjęliby zgodnie z ekonomicznymi celami umowy oraz celem niniejszych OSWD, jeśli odnośne braki regulacji byłyby im znane.
(2) The English version of these Terms shall prevail. The translation serves for information purposes only.	(2) Wyłącznie skuteczna jest angielski wersja tego dokumentu. Tłumaczenie na język obcy służy jedynie celom informacyjnym.
(3) Buyer may not assign its rights or obligations under this Contract without SPIROL's prior written consent.	(3) Kupujący nie jest bez uprzedniego zezwolenia SPIROL uprawniony do odstępowania względnie przenoszenia wynikających ze stosunku umowy roszczeń lub zobowiązań.