

GENERAL DELIVERY AND WARRANTY CONDITIONS of LABORTECH s.r.o.

Company: LABORTECH s.r.o.

Valid from: 1.1.2026

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1. Introductory Provisions

1.1 These General Delivery and Warranty Terms and Conditions (hereinafter referred to as the "GTC") govern the delivery, warranty, service and related rights and obligations between LABORTECH s.r.o., Company ID No.: 62360051, with its registered office at Rolnická 1543/130a, Kateřinky, 747 05 Opava (hereinafter referred to as the "Seller"), and its customer (hereinafter referred to as the "Buyer").

1.2 These GTC apply to all deliveries of equipment, machinery, goods, software and related services carried out by the Seller in the Czech Republic and in the Member States of the European Union, unless expressly agreed otherwise in a specific contract.

1.3 By concluding the contract, confirming the order or taking over the delivery, the Buyer confirms that he has become acquainted with these GTC and agrees with their wording.

1.4 In the event of a discrepancy between the contract or the price offer and these GTC, the individually agreed provisions shall prevail.

2. Scope of delivery

2.1 The scope of delivery is determined exclusively by a price offer, order confirmation or a separate contract.

2.2 The delivery includes only those items, performances and parameters that are expressly stated in the offer. Any other work, in particular construction readiness, foundations, wiring, IT infrastructure, air conditioning, handling or integration into production lines, is not included in the delivery, unless expressly agreed.

2.3 The Seller is entitled to make technical, structural or software changes that do not have a negative impact on the functionality, safety or declared technical parameters of the device.

3. Delivery conditions

3.1 Delivery times are indicative, unless otherwise agreed in writing.

3.2 The delivery time begins to run only after:

- order confirmation,
- payment of the agreed deposit,
- fulfilment of all cooperation of the Buyer.

3.3 The Seller is entitled to deliver the performance in parts.

3.4 The delivery time shall be extended accordingly by:

- the Buyer's delay,
- failure to provide cooperation,
- force majeure,
- delays of subcontractors,
- interventions by public authorities.

3.5 The Seller is not in default for the period when it cannot perform for reasons on the part of the Buyer.

4. Transfer of damage risk and storage

4.1 The risk of damage to the item passes to the Buyer at the moment of delivery to the first carrier or delivery to the place of destination, if the transport is provided by the Seller.

4.2 If the Buyer fails to take delivery properly and on time or requests a postponement of dispatch, the Seller is entitled to store the equipment at the Buyer's expense.

4.3 In such a case, the Buyer is obliged to pay the storage fee in the amount of **0.05% of the total price of the delivery for each commenced day of delay**, but at least the costs of storage, handling and insurance actually incurred.

4.4 The Seller is entitled to invoice the delivery even if it is ready for dispatch and its non-acceptance occurs for reasons on the part of the Buyer.

5. Installation and commissioning

5.1 Installation and commissioning shall be provided by the Seller only if expressly agreed.

5.2 The Buyer is obliged to ensure the readiness of the installation site in accordance with the technical documentation, in particular adequate power supply, environment, accessibility and safety conditions.

5.3 Unpreparedness of the installation site entitles the Seller to suspend the work, extend the deadlines and invoice the costs incurred.

5.4 The equipment is considered to have been handed over even if the installation could not be completed for reasons on the part of the Buyer.

6. Warranty conditions

6.1 The warranty period is set out in the contract or quotation. Unless otherwise agreed, it runs from the date of handover of the equipment or from the day on which it was supposed to be taken over.

6.2 The warranty covers only defects in materials or manufacturing defects that exist in the passage of the risk of damage.

6.3 The Buyer is obliged, throughout the operation of the Device:

- comply with all obligations arising from the supplied technical documentation, operating instructions and service instructions,
- operate the equipment only within the range of specified parameters,
- observe service intervals and operating hour limits,
- keep records of operation and maintenance,
- ensure professionally qualified operation.

6.4 In particular, the warranty does not apply to:

- normal wear and tear,
- consumable parts,
- defects caused by improper operation or overloading,
- defects caused by non-compliance with technical documentation,
- interventions by third parties without the consent of the Seller,
- damage caused by unsuitable external conditions.

6.5 Failure to comply with the obligations set out in this Article may lead to limitation or refusal of warranty performance if there is a causal link between the breach of duty and the occurrence of the defect.

7. Complaint procedure

7.1 A complaint must be filed in writing without undue delay after the defect has been discovered at the following address: **servis@labortech.cz**

The subject of the e-mail must be marked:
COMPLAINT

7.2 The complaint must include the identification of the device, serial number, date of delivery, description of the defect and available documentation.

7.3 The Seller is entitled to demand:

- remote access via the service interface of the device,
- personal access to the device at the installation site,
- sending the defective part for assessment.

7.4 The Seller shall decide on the method of remedying the defect, in particular by repairing or replacing the part.

7.5 If the complaint is not recognized as justified, the Buyer shall pay the costs of the intervention.

8. Limitation of Liability

8.1 The Seller's liability for direct damage is limited to a maximum of the price of the delivered device.

8.2 The Seller shall not be liable for loss of profit, indirect or consequential damages, loss of production, loss of orders or damages resulting from the integration of equipment into production processes.

9. Service and maintenance

9.1 The Buyer is obliged to carry out maintenance in accordance with the technical documentation and to comply with the specified service and inspection intervals.

9.2 The Buyer is obliged to monitor and not exceed the prescribed operating hour limits and to keep records of operation and maintenance.

9.3 Only the Seller or an authorized partner is entitled to perform professional service interventions.

9.4 If compliance with the specified operating and service obligations is not demonstrated, the Seller's liability for defects may be reasonably limited.

10. Disclaimer of Ownership and License

10.1 Ownership shall pass to the Buyer only upon full payment of the purchase price.

10.2 The Software, source code and documentation remain the property of Seller. Buyer acquires a non-exclusive, non-transferable license to use the Software solely for the purpose of operating the supplied equipment.

10.3 In the event of delay in payment, the Seller is entitled to limit the functionality of the software until the payment obligations are met.

11. Force majeure

The seller is not responsible for delays caused by force majeure circumstances. The deadlines are extended for their duration.

12. Governing Law and Dispute Resolution

12.1 Legal relations are governed by the laws of the Czech Republic.

12.2 Disputes shall be resolved before the competent court of the registered office of the Seller.

12.3 In the case of multilingual versions, the Czech version shall prevail.