



We care about your budget

Sales Agreement

Seller:

Budget machines s.r.o.
Chotěšovská 680/1
190 00 Prague 9
Czech Republic
VAT n. CZ24259292

Buyer:

Company name
Address
Town and zip code
Country
VAT n.

The seller and the buyer hereby agree to sell / buy the equipment in accordance with below specification.

Equipment:

Technical data:

Origin of Goods:

Price:

Payment terms:

Delivery conditions:

Delivery date:

Installation:

Warranty:

General sales condition:

Budget machines sales condition

Date:

Seller:

Buyer:

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Budget machines sales condition

1. Scope of Application

1.1 These General Sales Conditions shall apply to the sales of all machineries, items, products, components, accesories, spare parts and related software, i fany products offered or sold by Budget machines to any buyer. They are an integral part o fany quotation and offer issued by Budget machines and any acceptance of any order placed by the buyer with Budget machines.

1.2 By placing and order with Budget machines or settling the invoice, the buyer fully Access these General Sales Conditions.

2. Prices

Prices are quoted are fixed for 14 days hereof, unless otherwise specifik in the offer or quotation. If not otherwise agreed, the prices are eksklusive o fany additional costs for taxes, installation, training, packing, handling and documentation.

3. Payment and retention of title

3.1 Unless otherwise agreed, payment shall be made in advance or by irrevocable and confirmed Letter of Credit.

3.2 The Products shall remain the property of Budget machines until the products have been paid for in full.

4. Delivery – transfer of title

4.1. Unless otherwise agreed, all products shall be sold pursuant to Ex Works (as defined in Incoterms 2000 or any subsequent Incoterms that may be substituted for Incoterms 2000), unloaded at the location indicated by Budget machines.

4.2 All delivery times are solely indicative and Budget machines shall not have any liability towards the buyer for any delays in the delivery of the products.

5. Warranties

Budget machines makes no warranties for used machines.

6. Damage caused by the products

Budget machines shall have no liability for damage caused by the products after the delivery to any movable or immovable property or consequential loss due to such damage or to products manufactured by the buyer or to products of which the buyer products form a part.

7. Force Majeure

7.1 The parties shall be relieved from liability for a failure to perform any of their obligations due to any circumstance blond their control, which impedes, delays, , or aggravates any obligation to be fulfilled by a party, including but not limited to, changes in laws, and regulations or in the interpretation thereof, acts of authorities, war, acts of war, labour disputes, shortage of transportation means, blockades, major accidents and currency restrictions.



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7.2 The party desiring to invoke an event of force majeure shall give immediate notice to the other party of the commencement and the cessation of such event of force majeure, failing which the party shall not be discharged from liability for any non-performance caused by such event of force majeure.

7.3 Both parties shall make all reasonable efforts to prevent and reduce the effect of any non-performance caused by an event of force majeure.

8. Confidentiality

8.1 The parties shall not disclose to a third party any confidential information – whether commercial, financial, technical or of any other nature – related to the business of the other party, which is disclosed orally, in writing or in other format and which are marked as confidential or otherwise – considering the nature of the information – ought to be treated as confidential.

8.2 Confidential information shall not be used for any purpose other than for the performance of the contracts. The obligations provided for in this Clause 8 shall remain in force for a period of 5 years from the disclosure of the confidential information.

8.3 The providing party may at any time request that the confidential information including any copies thereof is returned to the providing party.

9. Assignment

Neither party is entitled to assign any rights or obligations of the contract without the prior written consent of the other party, except that the buyer is entitled to assign the rights and/or obligations to an entity within the same group as the buyer.

10. Governing law

The Agreement shall be governed by the substantive law of Czech Republic.