

General Business Terms and Conditions

1 Basic Provisions

1. These General Business Terms and Conditions (hereinafter referred to only as the GT&C) are issued under Section 1751 and the following of act no. 89/2012 Coll., Civil Code, by

MICRORISC s.r.o.

Průmyslová 1275, Valdické Předměstí, 506 01 Jičín, the Czech Republic

File No.: C 14692 maintained by the Regional Court in Hradec Králové

Company Reg. No.: 25921681

Tax ID No.: CZ25921681

Telephone: +420 493 538 125

E-mail: sales@microrisc.com

Web: <https://www.microrisc.com/cs>

(hereinafter referred to only as the Seller)

2. These GT&C regulate the mutual rights and obligations of the Seller and the Buyer, that can be a natural person entering into contract outside their business activities (hereinafter referred to only as the Consumer), or as part of their business activities either as a natural person or a legal entity (hereinafter referred to only as a Corporate Client) via internet shops (hereinafter referred to only as E-shop) operated by the Seller and via an order sent by e-mail either to sales@microrisc.com or to specific person at the Sales Department.
3. The provisions of these GT&C are inseparable part of the Purchase Agreement. Any covenants of the Purchase Agreement that deviate from these GT&C take precedence over the provisions contained in these GT&C.

2 Information about Goods and Prices

1. Information about goods, including the prices specified for all goods and the main properties are listed for all items of goods in the E-shop catalogue. If you cannot find the information about the requested component in the listed sources, you can send a written inquiry. In no case this information replaces the original documentation of the manufacturer, which always takes precedence over the information listed in the E-shop catalogue. The Seller is not liable for any deviations from technical parameters of the manufacturer's components compared to the original documentations.
2. The prices are in CZK and primarily without VAT. If the prices include VAT, the information is in the description. The prices of goods remain valid for the period they are on display in the E-shop. This provision does not exclude the possibility of stipulating Purchase Agreement under individually stipulated conditions.
3. The E-shop and the price lists show prices without any delivery related costs or any other costs arising in connection with the goods. Information about any delivery related costs is calculated separately.
4. The Seller reserves the right to offer discount on the prices listed in the price list of goods and services. If you order quantity larger than specified in the price list of goods and services or in case of a blanket order, you can send a written inquiry to stipulate a more favorable purchase price. Discounts cannot be demanded or combined unless the Seller and the Buyer agree otherwise.
5. Pictures and images of goods in the E-shop catalogue are for illustrative purposes only.



3 Order and Entering into Purchase Agreement, Order Confirmation

Orders of goods can be placed as follows:

- via the E-shop,
- via e-mail.

Purchase Agreement is concluded at the moment an order is sent by the Buyer.

Orders must contain:

- the company name, name and surname, address, telephone no., e-mail address,
- number of order, date of issue,
- Company Reg. No., Tax ID No.,
- name of the goods according to the catalogue or the price list of the Seller,
- number of pieces,
- mode of delivery of the goods, requested date of delivery.

Consumers do not have to specify the order number, Company Reg. No and Tax ID No.

When an order is successfully placed at the E-shop, an automated confirmation is sent to the e-mail address of the Buyer. The order is confirmed by sending an e-mail no later than the following working day. In case delivery dates are not specified for some of the items ordered, the Seller confirms at first the items of which the delivery date is known, and the rest is confirmed as soon as possible.

The order number is always specified on the invoice.

4 Payment Terms

Price of goods and any delivery related costs arising from the Purchase Agreement can be paid by the Buyer as follows:

- in cash – it is possible to pay for the goods in cash when being collected in the Seller's shop,
- by bank transfer (pro-forma invoice) - in case of pro-forma payment (the invoiced amount must be credited to the Seller's account in full, only then the goods are sent to the Buyer),
- using PayPal,
- by payment card,
- C.O.D. – if the goods are C.O.D, the Buyer pays the price to the carrier upon delivery; C.O.D. items are sent only within the territory of the Czech Republic,
- sales invoice – only for Buyers that entered into master purchase agreement with the Seller or for Buyers who paid all previous invoices in due time; invoices are due within 14 days, the variable symbol is the invoice number.

In case of orders with shipment in parts, the payment must be made in full in advance.

The Seller reserves the right to charge late payment fee under the existing law.



5 Mode of Delivery of Goods

Goods are dispatched from the Seller's main storage facility in Jičín (the Czech Republic) usually no later than three days from the day the order is received. If the goods are temporarily out of stock, the delivery date is specified upon the order confirmation (order via e-mail) / based on availability request (at E-shop). Delivery dates in case of large quantities or items not listed in the price list will be specified at your request in writing.

Before the order is sent and confirmed, the Buyer can choose one of the following modes of delivery of goods:

- everything is in stock – consignment is sent usually within three days,
- everything is included in one consignment – in case some goods are out of stock, all goods are sent in one consignment after the complete order is delivered to the warehouse and available,
- delivery in more than one consignment – offered at the Buyer's request. The goods which are currently in stock are sent first, the other items are recorded and dispatched in another consignment (consignments). The Buyer is informed about delivery dates in advance. The Buyer pays any increased delivery related costs in connection with more consignments.

For the delivery of goods, the Buyer can use the following methods of delivery:

- GLS – the Seller charges every individual consignment for the delivery of goods in accordance with the price list of the carrier,
- will call – goods can be collected at MICRORISC s.r.o., Průmyslová 1275, Valdické Předměstí, 506 01, Jičín, the Czech Republic.

Goods are delivered in accordance with the international delivery INCOTERMS (EXW) terms, unless stipulated otherwise in the Purchase Agreement.

The Buyer is obligated to inspect the received consignment without undue delay upon its receipt (correct product and quantity, received consignment and matching invoice and delivery note, undamaged packaging). The Buyer can complain about any variances or differences in accordance with the Complaint Procedure.

6 Return of Goods

1. Pursuant to act no. 89/2012 Coll., Civil Code, the Consumer has the right to return goods within 14 days from delivery. Goods must be in the original package, unused and all necessary documents included. As soon as the goods are delivered, the condition is checked, and the money is refunded within 14 days. The refunded amount is always decreased by the shipping costs.
2. The scope, conditions and raising complaints are governed by the Complaint Procedure.
3. The EU member state whose legislation forms the grounds for the relationship between the Seller and the Buyer is the Czech Republic. In case there are any disputes arising from the Agreement, the governing law is the law of the Czech Republic and the court having jurisdiction is the court specified pursuant to the Civil Procedure Code. For the duration of the Agreement, the language of communication between the Seller and the Buyer is either Czech or English and the Buyer will be provided with the terms and conditions of the agreement and other data in these languages. In case of any complaints, inquiries or questions the Buyer can also contact the Czech Trade Inspection Authority.



7 Technical Support

In case of any technical related questions the Buyer can contact Technical Support at the following e-mail address support@microrisc.com.

At request, the Seller can provide original, complete and up-to-date technical parameters for all products of the companies the Seller is in the position of a dealer or is their exclusive distributor, and the Seller is also able to provide other specific data or can arrange training for the Buyer related to operation of the purchased goods. For the list of manufacturers go to <https://microrisc.com/cs>.

8 Take-Back of Goods

The Seller ensures the take-back of goods, batteries and accumulators purchased from the Seller in accordance with the respective legal regulations. The Buyer is entitled to hand in old goods when buying new similar goods, batteries or accumulators in the main office of the Seller. Take-back is related to old goods and batteries the quantity of which corresponds to the purchased goods. Electric and electrical equipment, electronic waste, batteries or accumulators cannot be disposed of together with solid municipal waste but must be disposed of in designated places, i.e. recycling centers or places where they are taken back. The aforesaid equipment and waste will be used for production of new equipment. Any hazardous or harmful substances contained in the equipment and waste can be harmful to the environment or human health.

9 Personal Data

9.1 Personal Data Protection

For more information see Principles of Processing of Personal Data according to GDPR [here](#).

9.2 Personalizing the E-shop Offer

The Seller uses no personalization based on the Buyer's behavior when visiting the Seller's web pages and the E-shop. The prices correspond with the price list only. The order of goods is always listed in alphabetical order.

These GT&C including their parts come into force and take effect as of 24 August 2020 and replace the previous GT&C including their parts.

