

General Terms and Conditions of Proinno a.s.

1. The General Terms and Conditions set out herein govern the legal, commercial and other relations between the company Proinno a.s. and its clients or partners, irrespective of whether existing general terms and conditions or any other similar document issued by the clients or partners of Proinno a.s. exclude the use of the terms and conditions stipulated herein, or whether such documents specify exclusive use of other business terms and conditions.
2. The General Terms and Conditions set out herein shall govern the relations between parties which enter into legal contracts and perform commercial contracts.
3. If the parties agree in their contract to use terms and conditions other than those set out herein, the terms and conditions agreed in their contract shall prevail.
4. Contracts between Proinno a.s. and its clients shall be made as follows:
 - Once Proinno a.s. receives a specification of the work and services to be performed for the client, Proinno a.s. prepares a written proposal and sends it to the client, requesting an order to be sent to Proinno a.s. within the time limit set out in the proposal. If the client sends the order within the time limit specified in the proposal and Proinno a.s. confirms this order within 5 working days of receiving either this order alone or, if relevant, also the necessary material or any data requested from the client, the contract between the parties will come into existence the moment the aforementioned confirmation in written or electronic form is delivered to the client. If Proinno a.s. begins to perform the order it received, the contract comes into existence the moment Proinno a.s. begins to perform this order.
 - The above procedure can be used to make contracts where the performance is worth CZK 300,000 or less excluding VAT, for a single business case. The limit of CZK 300,000 excluding VAT also applies to sub-orders.
 - If the performance is worth more than CZK 300,000 excluding VAT, the parties shall make a written contract in which the signatures of both parties are on the same document.
 - Proinno a.s. hereby excludes the acceptance of proposals (orders) with amendments or variations, within the meaning of section 1740, subsection 3, second sentence of Act No. 89/2012 Sb., the Civil Code.
5. The deliverable must be identified in the contract documents in a manner which clearly shows whether it comprises one of the activities listed below or their combination:
 - Computer modelling
 - i. Simulations of the behaviour of structures and materials
 - ii. Design and selection of suitable materials
 - iii. Design of structures
 - iv. Creation of 3D models
 - v. Simulations and optimisation of manufacturing processes
 - Metallurgical technologies
 - i. Casting
 - ii. Forming
 - iii. Heat treatment



- Mechanical testing
 - i. Mechanical testing at high temperature
 - ii. Mechanical testing at room temperature
 - iii. Thermo-physical measurement
 - Metallography
 - i. Materials analysis
 - ii. Analysis by means of optical or electron microscope
6. The client is required to assist Proinno a.s., namely by providing all the necessary source documents and information in time, and by providing the required materials in the necessary amounts. If the client fails to assist Proinno a.s., Proinno a.s. shall not be deemed to be in default of its performance.
 7. Proinno a.s. guarantees that it will not infringe the client's intellectual property rights and that it shall respect the client's trade secrets. In the process of making the contract, the client must expressly inform Proinno a.s. of its intellectual property rights and define the scope of information which Proinno a.s. shall be required to treat as a trade secret.
 8. Proinno a.s. fulfils the contract by sending a report or a record with the relevant analyses or measurement data by post, e-mail or by handing it over to the client.
 9. The client shall be required to pay to Proinno a.s. the price agreed in the contract, based on an invoice issued for the client by the company Proinno a.s. with a payment term of 14 days.
 10. If its performance of the contract is delayed, Proinno a.s. shall be required to pay the client a contractual penalty in the amount of 0.05 % of the contract performance value for each day of delay.
 11. If payment of the price agreed in the contract by the client is delayed, the client shall be required to pay to Proinno a.s. a contractual penalty in the amount 0.05 % of the price for each day of delay.
 12. Proinno a.s. shall not be liable for any results achieved on the basis of inaccurate or incomplete data provided by the client.
 13. All legal relations between the parties shall be governed by the law of the Czech Republic, in particular by Act No. 89/2012 Sb., the Civil Code.
 14. Any disputes arising from or in connection with contracts made as described herein shall be finally resolved by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, in accordance with its Rules and by a sole arbitrator appointed by the President of the Arbitration Court.
 15. The venue of the arbitration proceedings shall be the place of arbitration of the Arbitration Court in the city of Plzeň.
 16. These general terms and conditions take effect on 1 December 2023.