

eden : Look for the brand

Leading global supplier of store fixtures and associated services

Eden Industries is Europe's leader in providing turnkey solutions in manufacturing and associated services, from design and project management to installation and logistics.

Our factory in Adamov, Czech Republic covers an area of 13,000²m. Incorporating our production and warehouse facilities the factory uses the most technologically advanced equipment available. Eden Europe manufactures and distributes high quality, standard shelving to numerous countries across mainland Europe.

As part of the Marmon Group and Berkshire Hathaway Inc. our clients benefit from the collaboration of more than 125 companies, with 500 factories in over 40 countries.

Leveraging on our established network of strategically placed offices and extensive product offer we are your ideal partner in reliability, consistency and performance.

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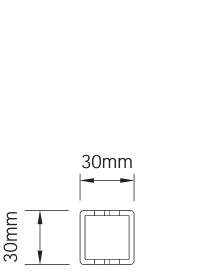




Uprights with H-slots Säulen mit H-lochung

Upright 30 x 30mm - H-slots on two sides

Säulen 30 x 30mm - H-lochung beidseitig



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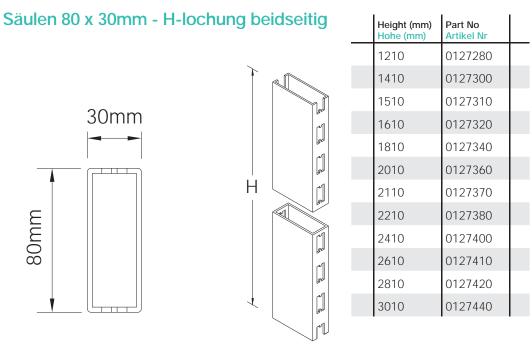
	Height (mm) Hohe (mm)	Part No Artikel Nr	
	1610	0121020	*
	1810	0121035	*
	2210	0121065	*
	3010	0121100	*

* Non-standard lead time

Upright 60 x 30mm - H-slots on two sides Säulen 60 x 30mm - H-lochung beidseitig Height (mm) Part No Hohe (mm) Artikel Nr 1210 0127030 1410 0127050 1610 0127070 2010 0127100 0127110 2110 30mm 0127120 2210 Н 2410 0127140 0127160 2610 3010 0127200 60mm Se al 8 മി

Uprights with H-slots Säulen mit H-lochung

Upright 80 x 30mm - H-slots on two sides



Upright 110 x 30mm - H-slots on two sides Säulen 110 x 30mm - H-lochung beidseitig Part No Artikel Nr Height (mm) Hohe (mm) 0127630 1810 1910 0127640 30mm 2010 0127650 2110 0127660 2 0127670 2210 2410 0127690 Н 0127750 3010 1 110mm

* Non-standard lead time

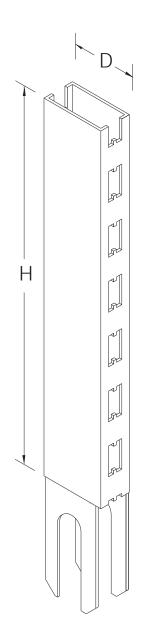
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Uprights with H-slots Säulen mit H-lochung

Upright Extension - H-slots on two sides

Säulenverlängerung H-lochung beidseitig



H-lochung beidseitig To suit 60 x 30mm uprights	Height (mm) Hohe (mm)	Part No Artikel Nr
(D = 60 mm)	100	0131020
	200	0131030
	400	0131050

To suit 80 x 30mm uprights (D = 80mm)	
Passend zu Säulen 80 x 30mm	

	Height (mm) Hohe (mm)	Part No Artikel Nr	
	100	0131120	
m	200	0131130	
	300	0131140	
	400	0131150	
	600	0131170	
	1000	0131190	

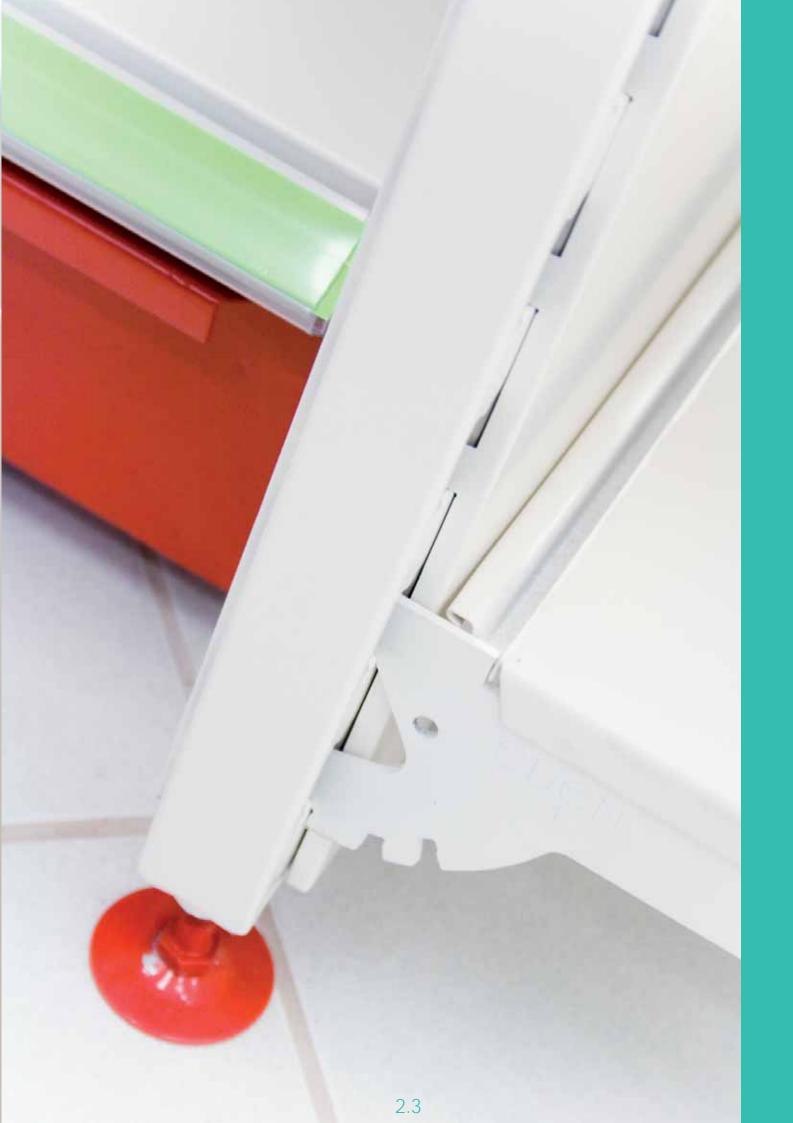
To quit 110 x 20mm unrighto	Height (mm) Hohe (mm)	Part No Artikel Nr	
To suit 110 x 30mm uprights (D = 110mm)	200	0131240	
(D = 110mm) Passend zu Säulen 110 x 30mm	400	0131260	
	1000	0131332	

N.B. Standard upright extensions are only for increasing the back panel height, not for supporting shelves. Other lengths available on request

Achtung: Säulenverlängerungen können keine Regalbodenlasten aufnehmen. Andere Längen auf Anfrage.

Accessories for Uprights Zubehör für Säulen





Accessories for **Uprights** Zubehör für Säulen

Tie Bar

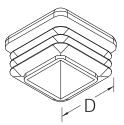
Verbindungsteil

Verbindungsteil		
Ŭ	Length (mm) Länge	Part No Artikel Nr
To fit between uprights	665	0193030
40 x 20mm section	1000	0193060
includes fixings	1250	0193090
Passend zwischen	1333	0193100
Säulen Profil 40 x 20mm		•
inkl. Schraubenset		

Top Caps

Endkappe

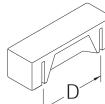
Plastic **Kunststoff**



D (mm)	Part No Artikel Nr	
30 x 30	0195030	

Top Caps Endkappe

Plastic Kunststoff



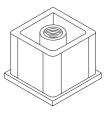
D (mm)	Part No Artikel Nr	
60	0195000	
80	0195010	
110	0195020	

Delivered in pairs Paar

Tube Insert 30 x 30mm

Rohreinsatz 30 x 30mm

M10 diecast



2.4

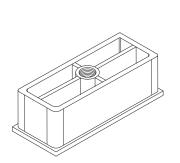


2

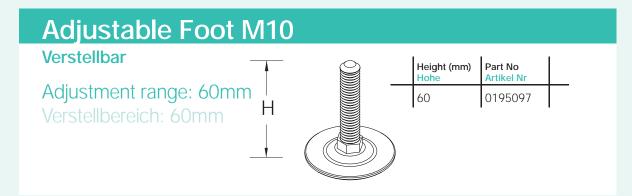
Accessories for Uprights Zubehör für Säulen

Tube Insert Rohreinsatz

M10 diecast Gewinde M10



Size (mm) Abmessung	Part No Artikel Nr	
L60 D30	0195060	
L80 D30	0195070	





Baselegs and Plinths Fußteile und Sockelblenden





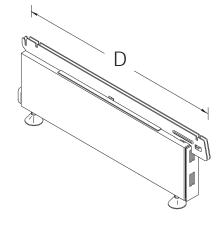
Baselegs & Plinths Fußteile und Sockelblenden

Baseleg H160mm

Fußteile H160mm

For Use with Crash Bar and Plinth, c/w Two Adjustable Feet

Verwendbar mit Adweiser und Sockelblende mit 2 Ausrichtbaren Fußtellern



 D (mm)	Part No Artikel Nr	
200	0203120	
300	0203130	
370	0203140	
470	0203150	
570	0203170	
670	0203190	
770	0203200	

160mm

Base Plinth H160mm



 Length (mm) Länge	Part No Artikel Nr	
665	0207010	
1000	0207030	
1250	0207040	
1333	0207050	

Brackets Konsolen



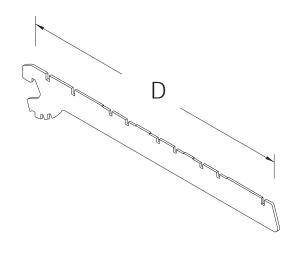


2 Hook Adjustable

Mit 2 Einhängehaken

Angles: 0°,20°,35°

Vestellbar (vestellbereich = 0°, 20°, 35°)



 D (mm)	Part No Artikel Nr	
200	0270110	
300	0270130	
370	0270140	
470	0270150	

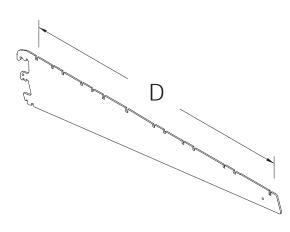
Delivered in pairs Paar

3 Hook Adjustable

Mit 3 Einhängehaken

Angles: 0°,20°,35° Vestellbar (vestellbereich = 0°, 20°, 35°)

 D (mm)	Part No Artikel Nr	
370	0270180	
470	0270190	
570	0270210	
670	0270230	

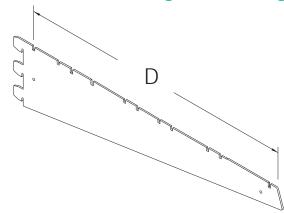


Delivered in pairs Paar

Brackets Konsolen

3 Hook Non-adjustable - heavy-duty

Extra Schwere Ausführung mit 3 Einhängehaken

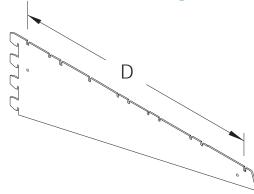


D (mm)	Part No Artikel Nr	
470	0270280	
570	0270290	
670	0270300	

Delivered in pairs Paar

4 Hook Non-adjustable – extra heavy-duty

Extra Schwere Ausführung mit 4 Einhängehaken

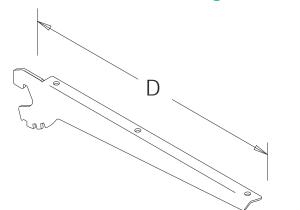


 D (mm)	Part No Artikel Nr	
570	0270350	
670	0270360	
770	0270370	

Delivered in pairs Paar

2 Hook Brackets for Wood & Glass

Extra Schwere Ausführung mit 2 Einhängehaken



D (mm)	Part No Artikel Nr	
270	0280120	
370	0280130	
470	0280140	

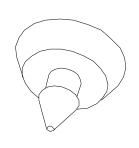
Delivered in pairs Paar

Brackets Konsolen

PVC Caps for Glass Shelves Glaßauflage für Winkelkonsolen

100 per pack





Back Panels and Accessories Rückwände und Zubehör

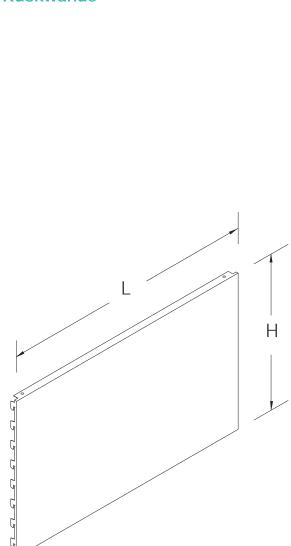
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Back Panels & Accessories Rückwände und Zubehör

Back Panel

Rückwände



Size (mm) Abmessung	Part No Artikel Nr	
L665, H100	0301060	
L665, H200	0301070	
L665, H300	0301080	
L665, H400	0301090	
L665, H500	0301100	

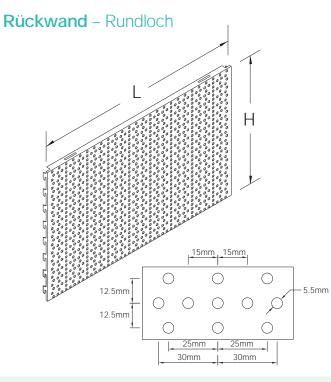
	Size (mm) Abmessung	Part No Artikel Nr	
	L1000, H100	0301180	
1	L 1000, H 200	0301190	
	L1000, H300	0301200	
1	L1000, H400	0301210	
	L1000, H500	0301220	

Size (mm) Abmessung	Part No Artikel Nr	
L 1250, H 100	0301240	
L 1250, H 200	0301250	
L 1250, H 300	0301260	
L 1250, H 400	0301270	
L 1250, H 500	0301280	

 Size (mm) Abmessung	Part No Artikel Nr	
L 1333, H 100	0301300	
L1333, H200	0301310	
L1333, H300	0301320	
L1333, H400	0301330	
L1333, H500	0301340	

Back Panels & Accessories Rückwände und Zubehör

Perforated Panel – Round holes



Size (mm) Abmessung	Part No Artikel Nr	
L 665, H 400	0339120	
L 1000, H 400	0339130	
L 1250, H 400	0339140	
L 1333, H 400	0339150	

Gondola Cover

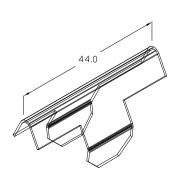
Gondelabdeckung Centre to Centre Von Mitte zu Mitte der Säule

Size (mm) Abmessung	Part No Artikel Nr
L 665, W 60	0350110
L 1000, W 60	0350130
L 1250, W 60	0350140
L 1333, W 60	0350150
Size (mm) Abmessung	Part No Artikel Nr
L 665, W 80	0350180
L 1000, W 80	0350200
L 1250, W 80	0350210
L 1333, W 80	0350220
Size (mm) Abmessung	Part No Artikel Nr
L 665, W 110	0350250
L 1000, W 110	0350260
L 1250, W 110	0350270
L 1333, W 110	0350280

Back Panels & Accessories Rückwände und Zubehör

Back Panel Safeguard Clip

Rückwandsicherung





Spiegelhalter

Size (mm) Abmessung	Part No Artikel Nr	
L 665	0360100	*
L 1000	0360110	*
L 1250	0360120	*
L 1333	0360130	*

* Non-standard lead time

Delivered in pairs Paar

Part No Artikel Nr 0344100

Shelves Fachböden





Shelves Fachböden

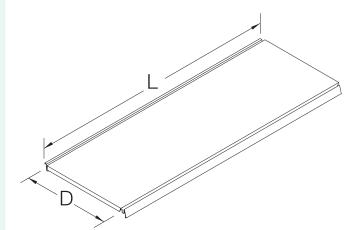
Grooved Shelf

Fachböden

With front and back groove Mit Vorder - und Hinternute

NB: merchandising depth is 10mm less than given depth dimension

Achtung: Die Legetiefe ist 10mm geringer als die Nenntiefe



	7mm inside	
16.5mm		19mm

Size (mm) Abmessung	Part No Artikel Nr	
L665, D 200	0421130	
L665, D300	0421170	
L665, D370	0421180	
L 665, D 470	0421190	
L 665, D 570	0421200	
L 665, D 670	0421210	
L 665, D 770	0421220	

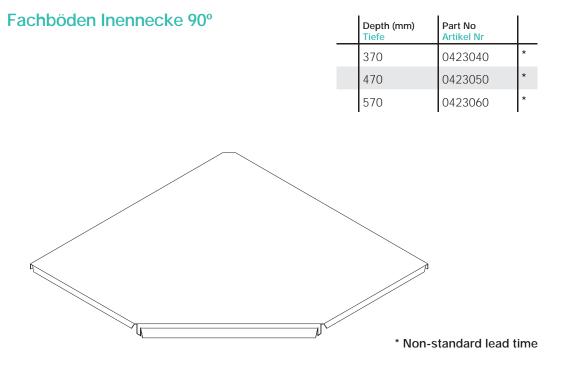
Size (mm) Abmessung	Part No Artikel Nr	
L1000, D200	0421350	
L1000, D300	0421390	
L1000, D370	0421400	
L 1000, D 470	0421410	
L 1000, D 570	0421420	
L 1000, D 670	0421440	
L1000, D770	0421460	

	Size (mm) Abmessung	Part No Artikel Nr	
	L 1250, D 200	0421500	
1	L1250, D300	0421540	
	L 1250, D 370	0421550	
	L 1250, D 470	0421560	
	L 1250, D 570	0421570	
	L 1250, D 670	0421590	
	L 1250, D 770	0421610	

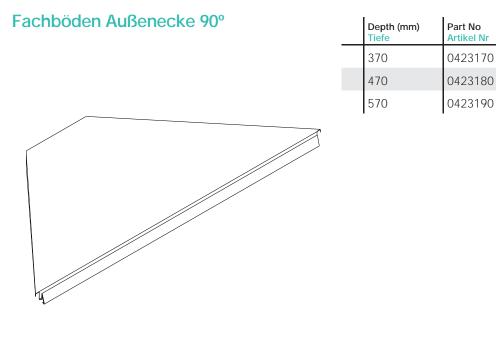
 Size (mm) Abmessung	Part No Artikel Nr	
L1333, D200	0421640	
L1333, D300	0421680	
L 1333, D 370	0421690	
L 1333, D 470	0421710	
L 1333, D 570	0421730	
L1333, D670	0421750	
L 1333, D 770	0421770	

Shelves Fachböden

Internal Corner Shelf 90°



External Corner Shelf 90°



* Non-standard lead time

Heavy-duty Racking System Schwerlastregale System

7.1

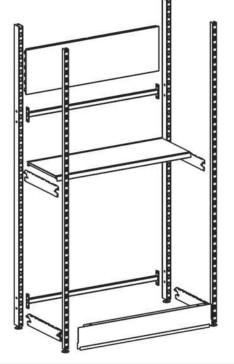


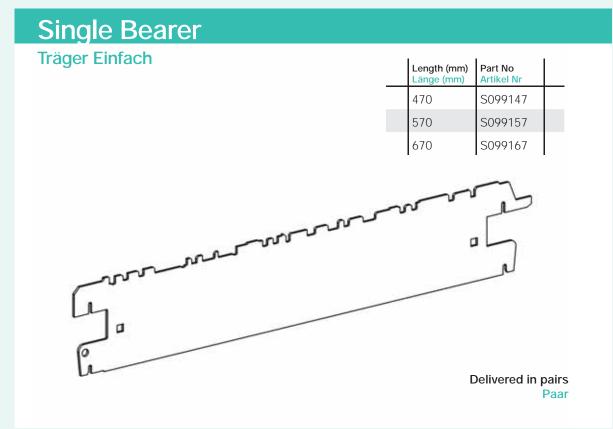


Heavy-duty System Schwerlastregale

Uses standard shelves

Wird mit standard Fachböden benutzt

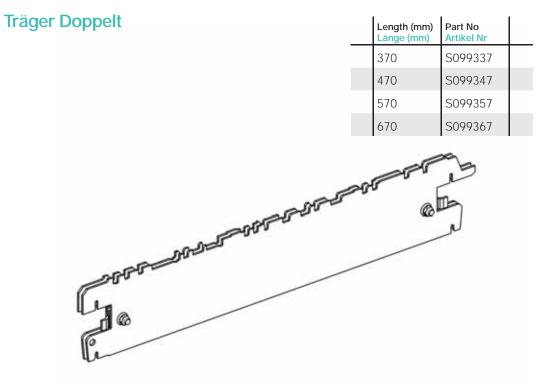




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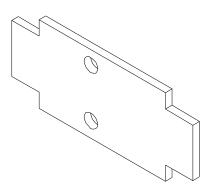
Heavy-duty System Schwerlastregale

Double Bearer



Bearer Locking Plates

Verbindugslamelle für Bearer-Sicherung	No. Per Pack	Part No Artikel Nr	
	200	8211639	*



Delivered in pairs Paar

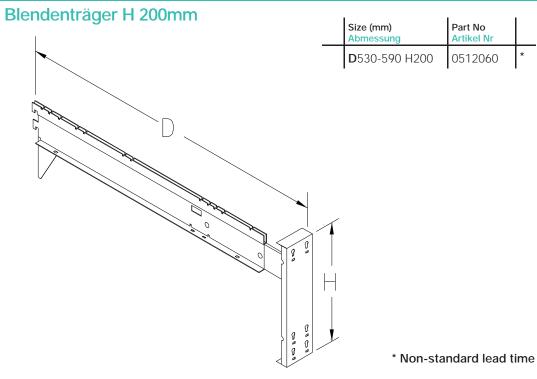




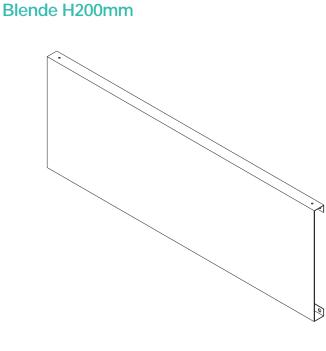


Accessories Zubehör

Fascia Bracket H 200mm



Fascia H 200mm



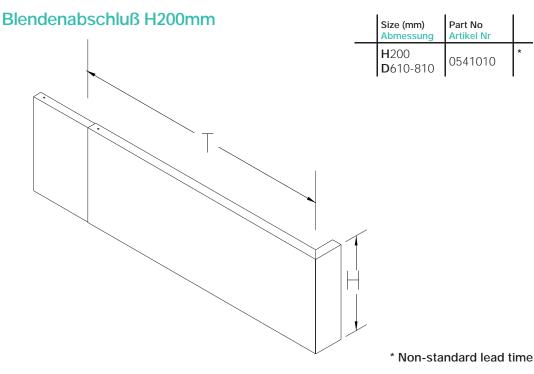
	Length (mm) Länge	Part No Artikel Nr	
	665	0513010	*
	1000	0513020	*
	1250	0513030	*
	1333	0513040	*

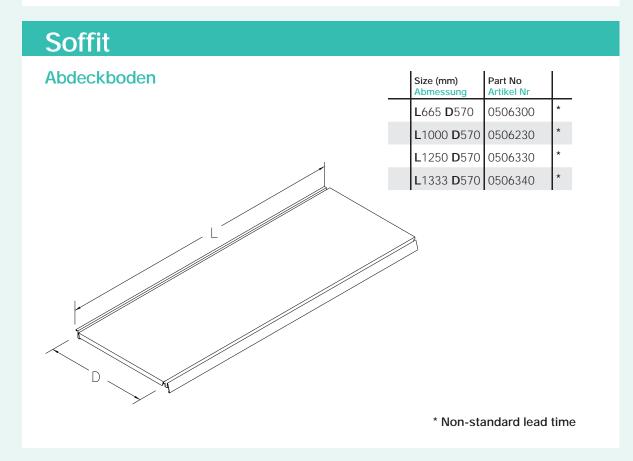
* Non-standard lead time

8

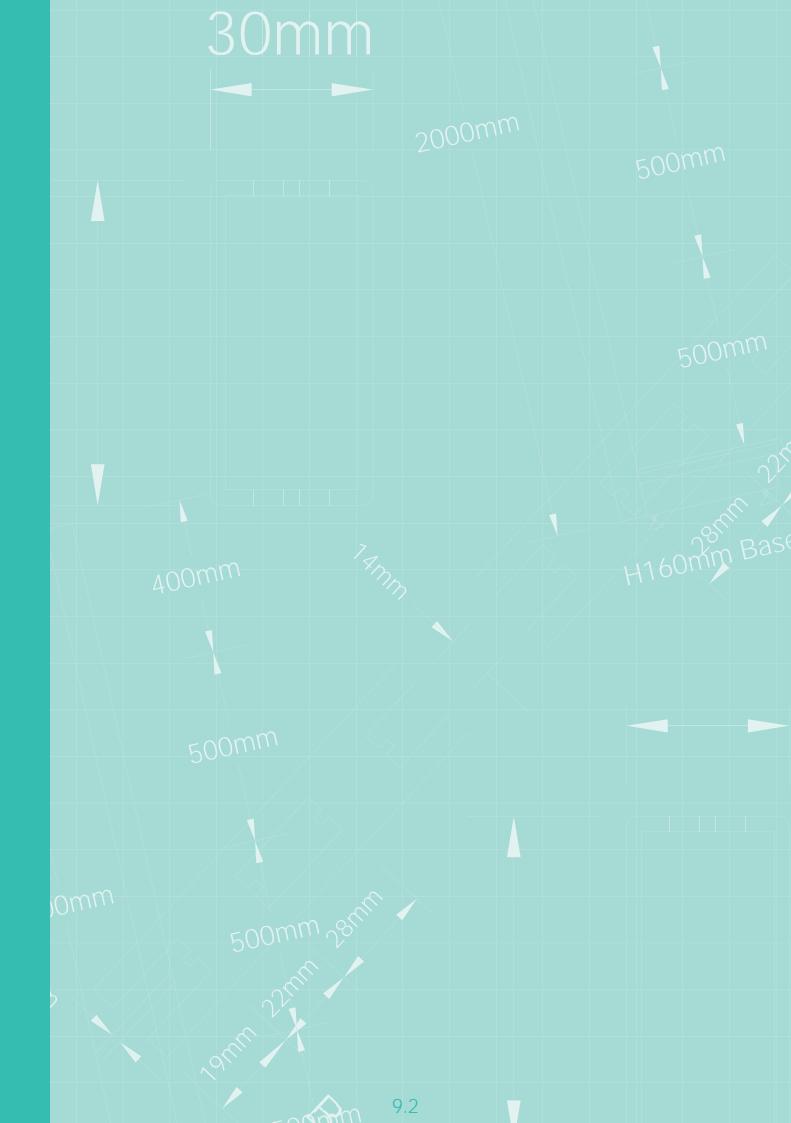
Accessories Zubehör

Fascia Return H 200mm







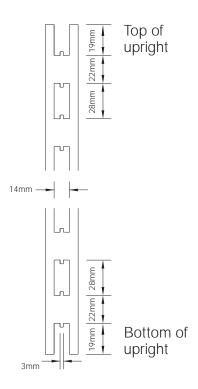


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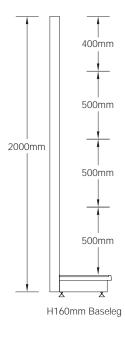
Technical Information

The Eden 'H' slot

Die Eden 'H Lochung'



Optimum Back Panel Configurations



Height of upright in- cluding baseleg (mm) Höhe der säule inclu- sive fußteil	Number of back panels required Empfohlene Kombination der Rückwände	
2400	3 x 500mm + 2 x 400mm	
2200	1 x 500mm + 4 x 400mm	
2100	4 x 500mm	
2000	3 x 500mm + 1 x 400mm	
1900	2 x 500mm + 2 x 400mm	
1800	1 x 500mm + 3 x 400mm	
1700	4 x 400mm	
1600	3 x 500mm	
1500	2 x 500mm + 1 x 400mm	

9.3

Technical Information

Module Sizes

Achsmaße

The Accurate axial distances & lengths for Eden system are:

Die genauen Achsenmaße-Länge für Eden System sind:

L 665 = 666.5mm	
L 1000 = 1000mm	
L 1250 = 1250mm	
L 1333 = 1333mm	

0

All uprights are based on a 50mm pitch

Alle Säulen haben die primäre Lochabstand 50mm

Weight Loadings

How to Calculate Recommended Weight Loadings: Berechnungsverfahren zur Ermittlung der Zulässigen Belastungsuerte

1. The overall weight loading of a bay depends upon the upright height, size and depth of the overshelves.

2. An overshelf must never exceed the depth of the base shelf and must always be arranged with the shelf depth increasing from the top to the bottom.

 Take the average size of the overshelves, and use this as the guide for the maximum weight loadings on Table 1. This gives the maximum weight loading for a single-sided wall bay or gondola, excluding the base shelf loading.
 Take each individual shelf size on Table 2 to give you the maximum weight loadings per individual shelf size for that bay. 1. Die zulässige Gesamtbelastung einer Regaleinheit (=Summe Einhängeböden) ist abhängig von der Säulenhöhe, dem Säulenquerschnitt und der durchschnittlichen Tiefe der eingehängten Fachböden.

 Die Tiefen der einhängeböden dürfen in keinem Fall die Tiefe des basisbodens überschreiten und müssen von oben nach unten zunehmen - bzw. zumindest gleichbleibende Tiefen aufweisen.
 Mit der durchschnittlichen Tiefe der einhängeböden geht man in Tabelle 1 und ermittelt dort - in Abhängigkeit von Säulenhöhe und -querschnitt die maximale Belastung. Dies ist dann die zulässige Lastsumme aller eingehängten Böden (ohne Unterboden), welche auf einer Seite von Wand-bzw. Gondeleinheiten aufgebracht werden darf.

4. Für den einzelnen Fachboden ergibt sich die zulässige einzellast in Abhängigkeit von Achsmaß und Tiefe sowie der verwendeten Konsole bzw. Fußteil aus Tabelle 2.

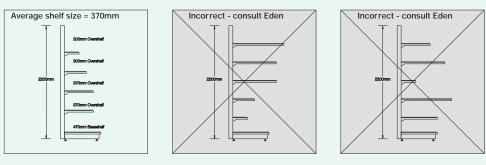


Table 1

Tabelle 1

Weight Loads for Wall Shelving and Gondolas in Kg Zulässige Lastsummen für Wandanlagen & Gondeleinheiten in Kg

	Average shelf depth					
2210mm height upright	370mm	470mm	570mm	670mm	770mm	
60 x 30mm	260	210	150	N.A.	N.A.	
80 x 30mm	410	360	300	250	200	
110 x 30mm	600	510	450	400	360	
	Average shelf depth					
 1610mm height upright	370mm	470mm	570mm	670mm	770mm	
60 x 30mm	290	230	190	N.A.	N.A.	
80 x 30mm	490	390	300	270	200	
110 x 30mm	600	510	450	410	380	

Stated loads are calculated for maximum recommended loading height of 2210mmm and 1610mm high shelving bays. Weight loads or intermediate bay heights can be calculated by interpolating theses values. Maximum weight loadings are shown for single-sided wall bays or gondolas excluding the base shelf. Shelf depths increase from top to bottom. For special configurations of height and depths consult **Eden Europe**.

N.A. = Not Advisable - Nicht Empfohlen

Weight Loadings

Table 2

.

Weight loads for brackets, shelves and baselegs in Kg Zuläßige Lasten für Fachboden auf Konsolen und Fußteilen in Kg

2 hook adjustable bracket 2 haken konsole verstellbar		665mm	1000mm	1250mm	1333mm
$\overline{\}$	D 300mm	120	120	120	120
Stra .	D 370mm	100	100	100	100
man har and a second se	D 470mm	90	90	90	90
3 hook adjustable l	bracket				
2 holion lines of a constalling		665mm	1000mm	1250mm	1333mm
	D 370mm	205	205	180	N.A.
2 · · ·	D 470mm	170	170	170	N.A.
	D 570mm	150	150	150	N.A.
	D 670mm	125	125	125	N.A.
I		I			
3 hook non-adjusta				1	
3 haken konsole ve	rstellbar	665mm	1000mm	1250mm	1333mm
\searrow	D 470mm	230	230	230	N.A.
J. D	D 570mm	200	200	200	200
	D 670mm	160	160	160	160
		1			
4 book non-adjusts	able bracket				
4 hook non-adjusta 4 haken konsole ve		665mm	1000mm	1250mm	1333mm
		665mm 310	1000mm 310	1250mm 280	1333mm 260
	erstellbar				
	D570mm	310	310	280	260
	D570mm D670mm	310 260	310 260	280 260	260 260
4 haken konsole ve	D570mm D670mm	310 260	310 260	280 260	260 260
	D570mm D670mm	310 260	310 260	280 260	260 260 230
4 haken konsole ve	D570mm D670mm	310 260 230	310 260 230	280 260 230	260 260 230
4 haken konsole ve	D570mm D670mm D770mm	310 260 230 665mm	310 260 230 1000mm	280 260 230 1250mm	260 260 230 1333mm
4 haken konsole ve	D570mm D670mm D770mm D370mm	310 260 230 665mm 250	310 260 230 1000mm 210	280 260 230 1250mm 180	260 260 230 1333mm 160
4 haken konsole ve	D570mm D670mm D770mm D370mm D470mm	310 260 230 665mm 250 340	310 260 230 1000mm 210 320	280 260 230 1250mm 180 290	260 230 1333mm 160 250

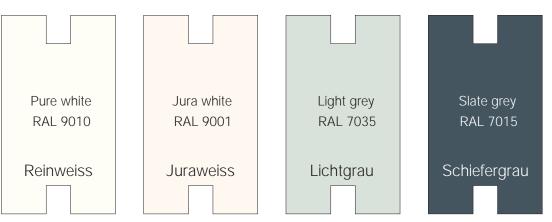
The specified loads are developed in accordance with European Standard FEM 10.2.02 and RAL - RG614. Shelving bays must be merchandised with weight loads decrearsing upwards. The specified loads presume even distribution of weight over the shelf surface. Regarding special loading requirements, please consult **Eden Europe.** Drawings and illustrations are without commitment.

N.A. = Not advisable - Nicht Empfohlen

Colour Information Oberflächen Information

Standard Colours

Our catalogue prices are based upon the following four standard colours:



Eden solvent-free powder coating

Our paint lines operate to strict standards of modern environmental production. Painted steel goods are 100% solvent-free, with only lead-free (TGIC) powder being used. In the pre-treatment plants only biodegradeable (organic) chemicals are used. Electrostatic powder coating is used to produce a consistent, durable finish.

Eden Pulverbeschichtungsanlage

Unsere Pulverbeschichtungsanlagen arbeiten nach den neuesten Regeln der Umwelttechnologie. Durch den Einsatz von schwermetallfreien Pulver (TGIC) sind die beschichteten Metallorberflächen 100% lösungsmittelfrei. In der Vorbehandlung werden biologisch abbaubare Chemikalien eingesetzt. Die Eden Pulverbeschichtung gewährleistet eine sehr gute Dauerbeständigkeit der Oberfläche. Technisch bedingte, geringfügige Farbabweichungen bleiben vorbehalten.

Other standard finish references:

012 = Die-cast 003 = Zinc-coated

Premium Colours

The following colour is available at a set standard surcharge above standard colour rates.



Please note that the colours as shown here do not represent an actual colour match - they are for indicative purposes only.

Actual samples are available upon request from our office in Czech Republic.

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Terms and Conditions

1. INTERPRETATION.

1.1 In these Conditions the following words have the following meanings:

'BUYER' - the person who accepts Seller's quotation for sale of the Goods or supply of the Services or whose order of the Goods/Services is accepted by Seller.

'CONDITIONS' - the standard terms and conditions of the sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between Buyer and Seller.

'CONTRACT' - any contract for purchase and sale of the Goods and/or supply of the Services incorporating these decisions.

'GOODS' - the goods, plant, materials and equipment (including any supplied in connection with supply of the Services or any instalment of the same or any parts for them) which Seller is to supply in accordance with these Conditions.

'SELLER' - Eden Europe s.r.o., a company registered in Czech Republic number 26159716, whose registered office is at Nam. Prace 1, 679 04 Adamov, Czech Republic.

'SERVICES' - the services (if any) which Seller is to provide in accordance with these Conditions including all works of design, printing, repair, supervisory and other services and works of erection on site. 'WRITING' - includes e-mail, facsimile transmission and comparable means of communication.

1.2 References in these Conditions to any provision of a statute shall be constructed as a reference to that provision as amended, re-enacted or extended at the relevant time. Headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF SALE.

2.1 Seller shall sell / supply and Buyer shall purchase / accept the Goods / the Services subject to these Conditions, which govern the Contract to the exclusion of any other terms and conditions (oral or in writing, including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No variations to these Conditions or representations about the Goods or Services are binding unless agreed in Writing between Buyer and Seller's authorised representatives.

2.3 Seller is not liable for any advice / recommendation / representation given by Seller or its employees / agents to Buyer or Buyer's employees / agents as to storage, application or use of the Goods / Services, which is not confirmed in Writing by Seller. In entering into the Contract, Buyer acknowledges that it does not rely on and waives any claim relating to any such advice / recommendation /representations so confirmed.

3. ORDERS AND SPECIFICATIONS.

3.1 Buyer may submit an order direct to Seller or Seller may provide a quotation against which Buyer may place an order by signing and returning the same. Every order for Goods / Services by Buyer from Seller shall be deemed an offer to purchase the same subject to these Conditions and no Buyer's order shall be deemed to be accepted by Seller unless and until confirmed in Writing by Seller or Seller's authorised representative.

3.2 Any Seller's quotation is valid for 30 days from its date unless otherwise expressly stated by Seller and any such quotation is given on the basis that no contract is made until an acknowledgement of the order is issued. Buyer shall be responsible to Seller for ensuring the accuracy of the terms of any Buyer's order and for giving Seller the necessary information to enable Seller to perform the Contract terms.

3.3 Quantity, quality, description and specification of the Goods / Services shall be those set out in Seller's accepted quotation or Buyer's accepted order. All other drawings descriptions, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Sellers catalogues or brochures or on the Seller's website are issued or published for the sole purpose of giving an approximate idea of the goods described therein and will not form part of the Contract.

3.4 Buyer shall indemnify Seller against all loss, damages, costs and expenses awarded against / incurred by Seller in connection with any claim for infringement of any person's industrial / intellectual property rights which results from Seller's production/supply of Goods / Services to the Buyer's specification.

3.5 Seller reserves the right to make any specification changes to the Goods / Services to conform to safety or other statutory requirements.

3.6 No order accepted by Seller may be cancelled or varied by Buyer except with Seller's agreement in Writing.

4. PRICE OF THE GOODS/SERVICES.

4.1 Unless otherwise agreed and subject to clause 4.2 below, the respective prices for the Goods/ Services shall be those ruling at the date of delivery (or deemed

Terms and Conditions

delivery) of the Goods or the date of completion (or deemed completion) of the Services.

4.2 Seller reserves the right, by giving two weeks' notice to Buyer at any time before delivery / completion of the Goods / Services, to increase any previously quoted price for the Goods / Services to reflect any increase in Seller's costs due to: any factor beyond Seller's control unless already detailed and agreed within a separate contract between Buyer and Seller; any change in completion or delivery dates, quantities or specifications for the Goods / Services requested by buyer; or any delay caused by Buyer's instructions or Buyer's failure to give Seller adequate information or instructions.

4.3 All prices are on an ex works basis, unless otherwise indicated and agreed, and where Seller agrees to deliver the Goods otherwise than at Seller's premises Buyer shall be liable to pay Seller's transport, packaging and insurance charges. Buyer will provide at its expense at the relevant delivery point dequate and appropriate equipment and manual labour for unloading the Goods.

4.4 Seller's preliminary work (experimental or otherwise) done at Buyer's request will be charged to Buyer unless otherwise agreed by Seller in Writing.

4.5 Unless otherwise stated, the price for the Goods / Services shall be exclusive of any value added tax, if applicable, and all costs or charges in relation to loading, unloading, carriage and insurance, all of which amounts shall be paid by Buyer in addition when it is due to pay for Goods / Services. 5. TERMS OF PAYMENT.

5.1 Seller is entitled to invoice Buyer for the price of the Goods / Services on or at any time after actual or deemed delivery/completion of the Goods / Services.

5.2 Seller reserves the right to call for interim progress payments and a final payment under schedules previously agreed in Writing with Buyer in respect of any Contract.

5.3 Buyer shall be deemed to have accepted the Goods / Services on the date of delivery / practical completion and (subject to these Conditions) minor defects, which in the reasonable opinion of the Seller, do not affect the intended use shall not delay terms of payment.

5.4 Buyer shall pay the price of the Goods / Services without set off within 30 days of Seller's invoice date unless otherwise agreed. Time of payment of the price shall be of the essence of the Contract and no payment shall be deemed made unless received by Seller in cash or cleared funds. All payments under a Contract shall become due upon termination of the Contract.

5.5 If Buyer fails to make any payment on the due date Seller shall be entitled (without prejudice to other rights/remedies) to cancel the Contract or suspend further deliveries to or works for Buyer and require payment in full in advance before making further deliveries and/or charge Buyer interest (both before and after judgment) on the amount unpaid at the rate of 2.5 percent per annum above Czech National Bank base rate from time to time until payment in full is made (part of a month being treated as a full month for calculating interest). Seller reserves the right to claim back all expenses incurred, if the debt is referred to a collection agency. Seller reserves the right to claim interest.

5.6 The Seller will make a search with a credit reference agency for all Buyers. It will keep a record of that search and will share that information with other businesses. The Seller may also make enquiries about the principal directors with a credit reference agency.

6. DELIVERY OF GOODS/PERFORMANCE OF SERVICES.

6.1 Delivery of the Goods shall be made by Buyer collecting the Goods at Seller's premises at any time after Seller notifies Buyer that the goods are ready for collection or if some other place for delivery is agreed by Seller delivering the Goods/Services to that place.

6.2 Any dates quoted for delivery/performance of the Goods/Services are approximate only and Seller is not liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delays in delivery/performance of the Goods/Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Seller in Writing. The Goods/Services may be delivered/performed by the Seller in advance of the quoted delivery/completion date upon notice to Buyer.

6.3 Where the Goods/Services are to be delivered/performed in instalments,each delivery/part performance constitutes a separate contract and no Buyer's claim about any instalment shall entitle Buyer to treat the Contract as a whole as repudiated.

6.4 Subject to these conditions, the Seller will use its best endeavours to deliver the goods in accordance with the Buyer's requirements.

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Terms and Conditions

7. RISK AND PROPERTY.

7.1 Risk of damage to or loss of the Goods shall pass to Buyer:

7.1.1 for Goods to be delivered at Seller's premises at the time when Seller notifies Buyer that the Goods are available for collection; or

7.1.2 for Goods to be delivered otherwise than at Seller's premises at the time of delivery or (if Buyer wrongly fails to take delivery of the Goods) the time when Seller has tendered delivery of the Goods; or 7.1.3 for Goods provided with the Services at the time of delivery to Buyer's premises.

7.1.4 for Goods stored at the Sellers premises at the time when the Seller notifies the Buyer that they are ready for delivery.

7.2 Notwithstanding delivery and passing of risk in the Goods or any other provision of these Conditions property in the Goods shall not pass to Buyer until Seller has received in cash or cleared funds payment in full of the price of the Goods/Services and all other goods agreed to be sold by Seller to Buyer for which payment is then due.

7.3 Until property in the Goods passes to Buyer, Buyer shall hold the Goods as Seller's fiduciary agent and bailee and shall keep the Goods separate from those of Buyer and third parties and properly stored protected and insured and identified as Seller's property. Until that time Buyer shall be entitled to resell/ use the Goods in the ordinary course of its business but shall account to the Seller for proceeds of sale or otherwise of the Goods (tangible or intangible including insurance proceeds) and shall keep such part of the proceeds as represent the amount owed by Buyer to Seller separate from any moneys/property of buyer and third parties and in the case of tangible proceeds properly stored protected and insured.

7.4 For the purpose of exercising the Seller's right granted under Clause 7.3, Buyer hereby grants to the Seller, its agents and employees an irrevocable licence to enter any premises where such goods are stored in order to repossess the same, and (in the event that it has been incorporated or affixed to other products) to dismantle it, to detach it from those products and repossess it. Further:

7.4.1 Buyer will give the Seller's representatives all reasonable assistance to enable it to identify (and dismantle) such Goods when they attend such premises, and

7.4.2 in the event that such Goods are no longer at the Seller's premises (either because it has been delivered to a third party under an agreement for sale or otherwise) the Buyer will inform the Seller where they are and provide the Seller with all reasonable assistance to enable it find and repossess the same.7.5 Storage charges will be levied on any goods still on the Sellers premises after a period of three months after invoice date.

8. SELLER'S LIABILITY.

8.1 Subject to these Conditions all warranties conditions or other terms implied by statute/common law are excluded to the fullest extent permitted by law, and in particular Seller shall be under no liability:
8.1.1 in respect of any defects in the Goods/Services arising from Buyer's drawing/design/specification;
8.1.2 in respect of defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions (oral or in writing), misuse/alteration/repair of the Goods / Services without Seller's approval;

8.1.3 under any warranty/condition/guarantee (express or implied) if the total price for the Goods/Services is not paid by the due date; and

8.1.4 in relation to parts/materials/equipment not manufactured by Seller in respect of which Seller will endeavour to transfer to the Buyer the benefit of any warranty/guarantee as is given by the manufacturer to Seller.

8.2 Where the Goods/Services are supplied under a consumer transaction Buyer's statutory rights are not affected by these Conditions.

8.3 Any claim by Buyer based on defects in quality or condition of the Goods/ Services or their failure to correspond with specification shall (whether or not delivery of the Goods/completion of the Services is refused by Buyer) be notified to Seller in Writing within 7 days from date of delivery/completion or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, completion is accepted and Buyer does not notify Seller accordingly or Buyer makes further use of the Goods after giving notice of a defect or failure to Seller. Buyer shall not be entitled to reject the Goods/Services and Seller shall have no liability for such defect or failure and Buyer shall be bound to pay the price as if the Goods / Services had been delivered or supplied in accordance with the Contract.

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8.4 Where any valid claim by Buyer is notified to Seller in accordance with these Conditions Seller shall be entitled to replace the Goods (or the part in question) or re-supply the Services free of charge or at Seller's sole discretion refund to Buyer the price (or a proportionate part) of the Goods/Services but Seller shall have no further liability to Buyer.

8.5 Except in respect of death or personal injury caused by Seller's negligence (in which case, Seller's liability shall not be limited), under no circumstance shall Seller be liable to Buyer for:

8.5.1 loss of profits;

8.5.2 loss of contracts, loss of business of loss of goodwill;

8.5.3 damage to or loss or corruption of data; or

8.5.4 special, indirect, incidental or consequential damages.

9. BUYERS INSOLVENCY.

If Buyer makes any voluntary agreement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation or if an encumbrancer takes possession or a receiver is appointed of any property or assets of Buyer or if Buyer ceases/threatens to cease to carry on business or if Seller reasonably apprehends that any event mentioned above is about to occur in relation to Buyer and notifies Buyer accordingly then (without prejudice to Seller's other rights or remedies) Seller shall be entitled to cancel the Contract or suspend any further deliveries/ performance under the Contract without any liability to Buyer and if the Goods/ Services have been delivered/performed but not paid for the price shall become immediately due and payable.

10. FORCE MAJEURE

The Seller reserves the right to cancel, vary or suspend the operation of a Contract if events occur which, are in the nature of force majeure, including (without prejudice to the generality of the foregoing) fire, flood, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies, or any other event outside the control of the Seller, and the Seller shall not be held liable for any breach of contract resulting from such an event.

11. GENERAL

11.1 Seller and Buyer will agree in writing terms of the Contract relating to shipment, payment and other matters relating to the Goods/Services and Buyer shall be responsible for complying with any legislation or regulations governing importation of the Goods/Services into the country of destination and for payment of any duties thereon.

11.2 All quotations by Seller are where appropriate subject to a site survey for work on site by Seller. Buyer shall provide sufficient space access and all other necessary services and facilities and every reasonable assistance for such a site survey.

11.3 All information relating to the Contract and to Seller's business/ products/ customers supplied to Buyer by Seller is strictly confidential and Buyer shall not publish/divulge or cause/permit to be published or divulged any such confidential information and Buyer shall indemnify Seller against any breach of this Condition (whether by itself or otherwise) and shall forthwith on demand return/procure the return to Seller of all documents and other items relating to such confidential information together with all copies of the same.

11.4 Notices required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

11.5 No waiver by Seller of any breach of the Contract by Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

11.7 Disputes arising under or in connection with these Conditions or supply of the Goods/Services shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of Chartered Institute of Arbitrators, in accordance with the rules of the same.

11.8 A person who is not a party to this Agreement has no right under the Contract to benefit from or enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available.

11.9 The Contract shall be governed by the laws of Czech Republic and the parties hereby submit to the exclusive jurisdiction of the Czech Republic courts. Revision 1/0607











