

## **GENERAL BUSINESS TERMS AND CONDITIONS**

of the company  
Valsabbia Praha, s.r.o.

1. These General Business Terms and Conditions are related to all contracts on sale of goods, orders and confirmation of orders where the selling party is the company Valsabbia Praha, s.r.o. – if there is quoted seller hereinafter that is always the company Valsabbia Praha, s.r.o. During contractual negotiations it is understood that the buyer has learned these General Business Terms and Conditions published at internet address [www.valsabbia.cz](http://www.valsabbia.cz) (hereinafter the “GTC” only) and the buyer accepted these conditions not later than by sending order to the Valsabbia Praha, s.r.o. In case of contract execution (either by confirmation of order or any other contract conclusion) these GTC shall automatically form an integral part of all executed contracts. Any amendment (difference), objection or arrangement divergent from these GTC as set by the Buyer are not obligatory for the Valsabbia Praha, s.r.o. These GTC can be accepted as a whole only without objections as a condition for contract conclusion. Any potential difference for ad hoc contracts becomes obligatory for the company Valsabbia Praha, s.r.o. since it is definitely confirmed in written by the statutory representative of the company Valsabbia Praha, s.r.o. In case of any difference between content of these GTC and content of the order of the buyer there shall prevail stipulations of these GTC.

### **2. Offers, quotations and orders.**

2.1 All conditions and quotations are considered as obligatory in case that they are made in written and even confirmed in written by the Valsabbia Praha, s.r.o. Purchase contract proposal that can be also marked as the order of the buyer shall be confirmed by the company Valsabbia Praha, s.r.o. in written using document “Confirmation of Order” and “Delivery Note”. Confirmation of Order by the company Valsabbia Praha, s.r.o. shall be considered as acceptance and therefore as the purchase contract execution and shall content in particular quantity and type of goods for delivery, price and term of delivery and delivery form. The company Valsabbia Praha, s.r.o. shall become obliged on a base of quoted documents and to the extent of data stated within unless the Valsabbia Praha, s.r.o. has concluded with the Buyer directly individual purchase contract (either one-time or frame contract); however even the last option it is covered by these GTC unless their application is explicitly excluded by concluded contract.

2.2 The Order and the Confirmation of Order are considered effectively accepted only in case they are in written form and delivered by mail or email to contact addresses of parties.

### **3. Prices**

- 3.1 If parties do not agree otherwise the Buyer shall pay for goods the price set in the Confirmation of Order. If there is no other specific quotation in Confirmation of Order the prices are set without VAT and do not include transport fee, packing fee and any other duty or tax.
- 3.2 The Seller shall issue to the Buyer an invoice covering purchase price including other expenses. Payments are payable to the bank account of the Seller as quoted in the invoice and in the event of advance payment to the account set in the Confirmation of Order or in some other document. Cash payment is accepted by the Seller only up to the amount allowed by respective legal regulations setting maximum amount of the cash payment. The Seller is entitled to issue without previous notification penalty invoice for agreed penalty interest that amounts to the 0,15% per each day of payment delay. Penalty interest does not exclude claim for compensation of damage resulting from the late purchase price settlement. The Seller is entitled to terminate or to limit ex parte orders of the Buyer or to terminate purchase contract in case that the Buyer does not execute properly his obligations resulting from former contracts or orders.

### **4. Delivery of Goods**

- 4.1 If there is not stated otherwise in the contract the Seller is obliged to deliver the goods within the term set in Agreement. Delivery of goods out of agreed term due to reasonable cause does not entitle the Buyer to terminate the contract. Such delivery is not considered as a breach of Seller's obligations. If there is not set otherwise the delivery of goods is performed in the registered office of the Seller within 7 days from a date of the confirmation of order by the Seller. In such case the risk of damage assigns to the Buyer at the time of goods overtaking at the seat of Seller or if such overtaking is not in time then in the moment when the Seller permits to handle with goods and the Buyer breaches contract as he does not overtake the goods. In case that he Buyer shall not overtake the goods within set period the Seller is entitled to terminate the contract. The Buyer is not entitled to refuse partial delivery in conformity with contract. Weight, quality or quantity of goods delivered to the Seller may differ by 10% from data set in the Confirmation of Order and such fact does not represent breach of contract by the Seller.
- 4.2 In case that parties shall agree in written that the goods shall be delivered to the seat of Buyer or other destination specified by the Buyer there is the obligation of the Seller and risk of damage of goods is assigned to the Buyer by handing over the goods to the first carrier for transport and such delivery is marked as delivery for the Buyer. The delivery is done without packing and without goods protection against corrosion.
- 4.3 In case of delivery of goods to the seat of the Buyer or other destination specified by the Buyer the transport costs shall be settled by the Buyer if there is no other agreement between parties. The Seller considers the goods as taken

over if he does not receive from the Buyer within 24 hours from the delivery written notification on objections. Since the time of delivery of goods there is the Buyer solely and fully responsible for use, storage and further handling. The Buyer is also responsible for observation of legal stipulations regarding environmental protection as regards respective goods, packing and packing material.

4.4 By overtaking the goods the buyer or person authorised by him is obliged to confirm overtaking on delivery note or other similar document.

4.5 In case of rejection to take over the goods by the Buyer there is the Buyer obliged to pay to the Seller agreed penalty at 100% of the price of goods and all costs related to transport of goods expenses related to the goods delivery within 15 days from the date of respective invoice issuance by the Seller. Such penalty does not affect entitlement of the Seller to claim damage compensation.

4.6 The seller is entitled to partial deliveries of the goods.

## **5. The possession reservation and security of the Seller's entitlement**

5.1 The delivered goods remains sole and non-transferable property of the Seller till the full payment of purchase price of the goods and side payments related to goods. Till proper and full settlement of the complete purchase price the seller reserves the right of taking back the goods on costs of the Buyer disregarding where and in which possession the goods is located. The Buyer takes into the consideration and takes obligation that the goods shall be till full settlement of purchase price payments clearly identification able. Within a period from goods delivery to full repayment of goods the Buyer is liable for any loss and damage either partial or full that may be established to the goods.

5.2 The Seller reserves the right to ask from the Buyer prior to issuance of the Confirmation of Order or even after for sufficient security (any liability, Guarantee etc) in order to provide proper performance of all contract conditions under security of purchase price payment. The seller may ask for advance payment or partial payment in advance.

5.3 The Seller has the right to terminate agreed deliveries of goods or to terminate the contract in case that:

- the Buyer does not meet his contractual obligations proper way and in time
- the Buyer is in liquidation or under insolvency proceeding
- the Buyer has stopped payments or he is repeatedly in delay with payments to the Seller.

## **6. Guarantee**

6.1 The company Valsabbia Praha, s.r.o. grants guarantee for goods as per stipulation of the § 2113 of the Civil Code for a period of three month.

6.2 The Seller is not liable for defects resulting from improper use of goods, unprofessional handling, treatment of the goods or storage by Buyer or by persons authorised by the Buyer for handling.

6.3 In case that the Seller shall accept claim legitimacy the Seller is authorised to settle the claim by any of following form: - to repair the damage or - to deliver spare goods after return of the claimed goods or – to grant a discount of purchase price up to the purchase price after return of goods. The right to select a way of claim settlement is the right of the Seller.

## **7. Claim of Goods**

7.1 The Buyer is obliged to check the goods as regards quantity, type and perfection as soon as possible after risks assessment.

7.2 In case that the goods is delivered to the seat of the Buyer or other destination determined by the Buyer then the check of goods can be postponed till the goods is delivered to the destination. The Buyer is obliged to notify found defect without any delay, however not later than 24 hours from the assessment of goods damage risks to the Buyer. The claim for the hidden defects the Buyer is obliged to notify in written to the Seller not later than within a period of 7 days from the day of risk of goods damage assignment. Generally it is valid that at the moment of commencement of goods processing, or starting its delivery to the third person, such acting proves, that the goods has been delivered in quantity, quality and version in conformity with the contract. The reliability of the Seller for any damage (disregarding if its origin is in goods or in performance of the Seller) is for each contract (including multiply contracts between the Seller and one Buyer in a period of thirty consequent days) limited by the amount at 1.5 multiple of the purchase price for delivery of goods under respective contract.

7.3 Entitlement resulting from defects of goods vanishes in case that:

- the claim has not been done properly and in time
- the Seller was not allowed to check the delivered goods for verification of the legitimacy of the claim.

7.4 Return of the consignment (goods) to the company Valsabbia Praha, s.r.o. shall be accepted only after prior written approval by Valsabbia Praha, s.r.o. Possible claim does not establish right of the Buyer not to settle purchase price of the goods.

7.5 The claim shall be notified in written by the Buyer in the seat of the Seller and the claim has to content following requirements:

- consignment marking, subject of claim, specification of goods defect, invoice number or delivery note, date of shipment, description of the subject claiming the good, marking of place where the claimed goods is located.

## **8. Force Majeure**

8.1 In case of obstacles set in independently on a will of the company Valsabbia Praha, s.r.o. and that prevent company from execution of their obligations resulting from purchase contract and if there cannot be reasonably assumed that such obstacle or its consequences the company can avert or overcome and furthermore such obstacle could not be expected at the time of obligation execution (hereinafter the "Force Majeure" only) than the company Valsabbia Praha, s.r.o. is entitled withdraw from the contract (partially or in full extent) and such withdrawal is without inception of damage responsibility that may arise to the Buyer or to the third party. The Buyer declares that in such case he shall not apply towards Valsabbia Praha, s.r.o. any claim for damage compensation.

8.2 Party that is not able to perform its obligations due to Force Majeure Event is obliged to inform other party on such matter without any delay in written unless the Force Majeure Event excludes such possibility.

## **9. Contract termination**

9.1 The Seller can terminate the purchase contract besides events set in other stipulations of the contract also in cases stipulated by generally valid legal regulations (particularly by the Civil Code).

9.2 As the substantial breach of the contract for purpose of contract termination there is primarily considered delay of the Buyer with the settlement of the purchase price even partial or delay with goods overtaking.

9.3 Contract termination shall be made by respective party by notification in written (as a written notice can be used even email). In case of a mail delivery if the consignment is returned as undelivered than as the day of delivery is considered third day from the day of mailing to the other party.

9.4 In case that the Buyer is in delay with the purchase price settlement or with goods overtaking for a period longer than 7 days than the Seller is entitled for flat agreed penalty at the amount of 10% of the value of goods (including VAT). Besides the Seller is entitled to terminate the Contract. However stated herein has no effect to claim for damage in full extent.

## **10. Export of goods prohibition**

10.1 The Buyer is not authorised without prior written consent of the Seller to export or reimport delivered goods that is subject matter of delivery in conformity with individual contracts.

10.2 In case of breach of the obligation under article 10.1 the Seller is entitled to the agreed penalty at the amount of 30% of the price of goods disregarding fault of the buyer. Such penalty does not affect seller's right to claim damage compensation in full extent..

10.3 Export for purpose of this agreement is understood delivery to any country that is not EU member.

## **11. Jurisdiction, excluded stipulation of the Civil Code**

11.1 Legal relations established by the contract including these GTC including all disputes and entitlements resulting from contract are governed by the Czech Laws, particularly by the Civil Code in the extent of mandatory stipulations. Non-mandatory stipulations of the Civil Code are governing this contract to the extent in which their use does not dispute content of these GTC, either due to own legal arrangement in these GTC or due to exclusion of stipulations of the Civil Code by these GTC. Court of jurisdiction for proceeding of all disputes or entitlements shall be the court with territorial jurisdiction according to seat of the Seller (Regional Court Mělník).

1.2 If any stipulation of these GTC became invalid or unenforceable it has no effect on validity and enforceability of other stipulations of these GTC.

11.3 There shall not apply on concluded contract following stipulations of the Civil Code: § 1729, § 1732 article 2, § 1740 article 3, § 1751 article 2, § 1765-§ 1766, § 1793-§ 1794, § 2050-§ 2051, § 2081, § 2082, § 2089, § 2105, § 2108, § 2112 article 1, second sentence of the Civil Code. These GTC become valid and effective on 1. 01. 2019 Valsabbia Praha, s.r.o.