



## General business conditions

### I. Conditions validity:

These general business conditions (only conditions in following text) are valid by all means for all purchases from PŘIHODA s.r.o. (seller), otherwise unless agreed between seller and buyer in purchase engagement (contract). The purchase agreement is realised by confirmation of order by buyer. The buyer is acquainted with conditions by seller price offer which goes before his order. Based on these agreements the order means that the buyer concludes the purchase treaty for goods and keeps this conditions which are indivisible part of this treaty. Any changes additions and complements of these conditions must be made in written form by both participating sides -otherwise they are not valid.

### II. Conditions of delivery:

It is concluded that the seller engagement to supply the goods according the treaty and these conditions is kept by his giving the goods to the customer. The indivisible (integral) part of giving over the goods to the customer is packing list. The giving goods to the customers is understood to give over the goods in place of realising; it means the residence of seller or giving over to first transport company. If there is no transport agreed the seller appeal to customer taking delivery in term at least 3 days before the arranged day of goods giving over - according to arranged delivery term. If the customer did not take the goods from reason which is not caused by seller then the taking delivery is supposed to be realised. The buyer takes over all risks and costs for goods damage and the seller is authorised (entitled) to store the uncollected goods for buyer costs. The seller will inform the buyer about this accident and also inform him about storing costs which are charged in value of 0,5 % for every storing week from the purchase price. The seller can also arrange a transport for customer to the required place -if required. This place has to be specified incl. person responsible for taking over the goods for delivering without problems. The goods transport is insured. The goods is delivered according to the specification written in order confirmation even if it is different from the customer's order. The customer is provided with the technical specification of the goods and is asked for approval immediately after placing the order. How to fill the specification is written in our technical data. If the goods character requires the order confirmation contains technical scheme of product.

### III. Purchase price:

The purchase price written in order confirmation can not be changed. The buyer confirms to pay for the invoices issued by seller concerning the ordered and delivered goods. The maturity of the invoices is 21 days from their issuing. The payment is supposed to be realised when the owed amount is accounted in full in seller bank to his disposal. The payment in advance will be required in following cases: ° if buyer broke these conditions before ° if one of first businesses is made ° if there are doubts about buyer possibility to pay.

### IV. Delivery term:

If possible, the seller dispatches all orders the fabric consumption of which is lower than 1500sqm in 2 weeks after receiving customer's confirmation of specification. Every further 1500 sqm piece of fabric prolongs the delivery term by 1 week. It is valid for stored fabrics and for products that can be specified by seller's technical data prepared in an up-to-date software version published on the website. All delivery terms stated by the seller are not binding for him but he will make an effort to adhere them. If the buyer is late with payments the seller is entitled to keep all pending deliveries without breaking the treaty as well as repudiation of the treaty.

### V. Offers:

The seller promises to send an offer on the third day after receiving technically clear inquiry. It is valid for offers up to 10.000EUR. Each further 10.000 EUR sum prolongs the term by one day. If the inquiry is not clear the seller promises to ask for necessary details within 24 hours.

### VI. Interest on delay and penalty:

If the payment is made after the date of maturity there will be a rate of 0,5 % interest charged for every following week after the date of maturity. The buyer will pay to seller a penalty of 2 % from essential purchase price for every 30 days of payment delay after the date of maturity.

### VII. Change of ownership:

The subject of purchase treaty - the goods delivered by seller - it is going to be in ownership of buyer when the goods cross the border from inland.

### VIII. Guarantee:

The seller gives prolonged 10 years guarantee time for the products made of PMS/NMS/PMI/NMI fabric, 2 years for PLS/NLS/PLI/NLI/NHI/NHE and 12 months for other fabrics and the mounting material. The guarantee time is starting from the date of invoice.

The guarantee time is given that the customer adheres to the given instruction about installation, maintenance and general conditions for maintenance of ventilation systems. The guarantee time is furthermore contingent on at least EU3 air filtration. Cleaning or washing according our maintenance instruction must have been carried out due to increased pressure or reduced air flow performance.

The warranty shall be void in case that inspection of warranty claim will assess the damage has occurred as a result of lack of maintenance.

### IX. Claim:

If the goods begin to show defects within the warranty period, the customer can according to law lodge a claim. The claim must be in written form and must include detailed description of the defect. The pieces should be sent to the producer for check. If the goods cannot be removed for some operating reasons, the customer must provide pictures, where the defect is clearly visible. According to law, the claim must be settled and the defective pieces must be repaired or substituted within 30 calendar days from the claim day provided the supplier and customer do not agree on another term. Usually, the claims are settled within one week plus transport time. When taking a delivery, always check the number of parcels and their condition. Whenever the quantity is not correct and / or the parcels are broken, either do not take the delivery of or record the as delivered condition in the completion certificate. You are recommended to photo the damaged pieces. When you find having opened the parcels the goods are damaged or mismatch your order, please, send a written claim to PŘIHODA s.r.o. to [info@prihoda.eu](mailto:info@prihoda.eu).

### IX. Final statement:

Buyer declaration: I got known with these conditions everything is clear and comprehensible to me; I have no questions. I confirm with my sign on the order that the agreement text and these conditions express my own free will and I take over all rights and duties following from the agreement and these conditions. All law relations between seller and buyer rising from this agreement and final legal rules of Czech Republic is in connexion with it.

The law relationship between PŘIHODA and the R risen from this Agreement is governed by the law of the Czech Republic. In accordance with the Arbitration Procedure Act and that of the Execution of Arbitration Awards no.216/1994 Law Gazette in the actual wording in force, the Parties to Contract came to terms that all and any matters at dispute arisen from the contract or incident to it shall be arbitrated in an arbitral procedure by a sole arbitrator according to the Arbitration Rulings issued by Unie pro rozhodčí a mediační řízení ČR, a.s. (the Union for the Arbitral and Mediator Procedure of the Czech Republic, joint-stock company), identification no. (IČ): 27166147 (herein-after called only the "Union") and made public at the internet address: [www.urmr.cz](http://www.urmr.cz) on conditions that as to the day of the writ serving, the arbitrator has to be registered in the Arbitrators' Roll kept on file by the Union and that the Parties to Contract specifically put the Union in charge of appointing the arbitrator for the arbitration procedure instituted by this very Arbitration Clause in accordance with the Arbitration Rulings. The Contracting Parties commit the arbitrator appointed in the described way to arbitrate all and any disputes according to the equitable justice doctrine. The Parties to Contract do declare specifically that both before signing the Arbitration Contract and actually as well they have had the opportunity to become acquainted with the Arbitration Rulings and the respective Order concerning the arbitration costs, that they have done so and that due to it, the documents mentioned above are held by them for to be an integral part of this very Arbitration Contract.