

## **Shipping conditions**

This document has been issued by the company ŽALUZIE NEVA s.r.o. , as the seller (manufacturer) and the following conditions are subject to the laws of the Czech Republic unless such application would be excluded by the legally binding provisions of international law.

### 1) Packaging:

The seller's (manufacturer's) products may be packed in several types of packaging, particularly in plastic film, cardboard, on a pallet or in a packing case, or in another suitable way.

The type of packaging is determined by the seller (manufacturer) unless arranged in advance otherwise.

If the buyer (ordering party) requires a type of packaging other than usual, this must be specified at the time of placing the order. Such change may have an effect on the final prices of orders. Suitability of the packaging will be assessed by the manufacturer, whereupon, in the case of disagreement with the chosen type of packaging, the manufacturer will inform the ordering party of his conclusion.

### 2) Transport:

The seller's (manufacturer's) products may be transported in several ways:

- the buyer (ordering party), or a carrier appointed by the buyer, take over the order at the production facility of the seller (manufacturer)
- the seller (manufacturer) delivers the order via his own transport service to the place of business of the buyer (ordering party), or to another address agreed upon in advance
- the seller (manufacturer) sends the order to the place of business of the buyer (ordering party), or to another address agreed upon in advance, via public carrier service.

The payer of the transport and possible additional connected fees are determined in accordance with the General Terms and Conditions as stated in INCOTERMS 2010 standards.

If the buyer (ordering party) requires a delivery to an address other than the place of business of the buyer (ordering party) or to a place agreed upon by a contract, he must state this fact at the time of placing the order. Such change may have an effect of the final price of the transport.

The buyer (ordering party) is responsible for accessibility of the place of unloading and its suitability for the unloading of goods vehicles.

### 3) Cooperation with the unloading process:

In orders with a total weight over 350 kg, or where individual packages weigh over 50 kg, the cooperation of the ordering party is required. The driver must not unload goods heavier than mentioned above by himself (work safety).

During unloading of the goods, the carrier is obligated to cooperate with the unloading of goods from the loading space of the vehicle, not to manipulate the goods at the site of unloading.

The ordering party will enable the carrier to unload the goods at the time of unloading announced in advance, and, in the case that the buyer (ordering party) requires to be notified about the time of delivery via telephone, he will also enable the possibility of communication

(contact phone number) to make a notification about such a time, this must be stated at the time of placing the order in writing with the contact person and contact phone number for notification included.

Time spent at the site of unloading at the time of the unloading in the absence of the buyer (ordering party) or persons designated by the buyer (ordering party) may be subjected to additional invoicing of related costs, concerning public carrier services in particular. Such delay caused by the buyer (ordering party) has an effect on other customers' deliveries.

In the case of bulk cargo orders, i.e. orders with a total weight above 350 kg, or where individual packages weigh over 50 kg, the buyer (ordering party) will ensure suitable technical means with service included for the purpose of unloading.

In the case that the buyer (ordering party) or his representative, is absent from the site of unloading at the time of the unloading, and it is not possible to contact the buyer (ordering party) via telephone, the seller (manufacturer) or the carrier will unload the goods at a substitute place, to be determined by the seller, or the goods will be transported back to the seller (manufacturer). At this moment the goods will be considered as delivered. All related costs will be debited to the buyer (ordering party).

#### 4) Delivery times:

The date of delivery and time of unloading is dependent upon the number of unloadings, route plan, traffic situation, and with orders delivered outside the EU, on customs procedures. The date of delivery is considered to be the estimated day of unloading. The customer may verify this date with the seller (manufacturer).

If the buyer (ordering party) requires the delivery to be carried out at the exact place at the time he specifies, he must state this requirement at least 5 working days before the announced time of production completion, which is stated in the confirmation of the order he received in writing. This service is subjected to a fee.

#### 5) Taking over the goods (delivery):

The buyer (ordering party) will ensure the presence of a person authorized to take over the delivery at the time of the takeover. The buyer (ordering party), or the person designated by him, writes their name in block letters, adds their signature and eventually a stamp of the organization taking over the delivery in the bill of lading. In the case that the takeover of the goods was realized by another person, or the document does not have all the requirements, the seller (manufacturer) may change the conditions of the transport and of the invoicing. The buyer (ordering party) is responsible for taking over the goods, even in the case that the delivery was at his request unloaded without his presence, or in the case that he was represented by a person he appointed., even if the delivery was unloaded at a substitute place.

The buyer (ordering party), or a representative appointed by him, at the time of the takeover of the delivery, confirms in particular the number of packages, state of the packaging and goods on the basis of the delivery list. In the case that the delivery (goods) is not complete, or there exists a suspicion of damage, it is necessary to document such defects by means of photographic

documentation and by making a record into the bill of lading or into another relevant transport document.

It is necessary to inform the seller (manufacturer) immediately of this fact in writing, at the latest 48 hours from the time of unloading of the delivery (goods). An objective assessment of the situation cannot be guaranteed in the case of later notification, nor the possibility of seeking compensation from the carrier.

In the case that the goods are taken over at the place of business of the seller (manufacturer), the number of packages, completeness of the order, and its perfect condition is confirmed on the delivery list. This delivery list must include the above-mentioned identification information of the buyer (ordering party), or of the person designated as a representative for this purpose.

Delivery conditions of the ŽALUZIE NEVA s.r.o. comply with INCOTERMS 2010 standards.

The original Document has been drawn up in the Czech language. In the case of dispute or doubts in interpretations of the text in other languages, the version of the text in the Czech language is always decisive. Validity of conditions from 1.11.2017.