
General Business Conditions

This document is issued by the company ŽALUZIE NEVA s.r.o. as the seller (the Contractor) and the following conditions are governed by the legal order of the Czech Republic, unless its application is excluded by binding provisions of international law.

An integral part of the General Business Conditions (GBC) is the Transport Conditions and the Complaints Rules Procedure of the company ŽALUZIE NEVA s.r.o., as subsequently amended.

These General Business Conditions regulate the relations of the company ŽALUZIE NEVA s.r.o. and its business partners doing business and they do not apply to consumers.

1. General Provisions

These Business Conditions shall regulate the mutual rights and duties of the Seller on one side and the Buyer on the other side (hereinafter referred to as the "Buyer") in selling goods.

These Business Conditions form an integral part of the purchase contract and the Buyer confirms simultaneously by signing the purchase contract that it has familiarized itself with these Business Conditions and that it acknowledges explicitly that these Business Conditions are a part of the contractual arrangement between the Buyer and the Seller. The Business Conditions are also available for inspection on the Seller's Internet portal. Any different Business Conditions of the Buyer are excluded, unless agreed otherwise in writing. All contractual arrangements changing these Business Conditions must be carried out in writing and must be confirmed in written form by the Seller and the Buyer.

The subject of purchase – the subject of purchase based on the purchase contract are the goods specified in the purchase contract (hereinafter referred to as the "Goods"). Data on the goods is decisive, including the purchase price at the moment of concluding the purchase contract. Goods shall be understood as screening technology and its parts (e.g. ISO-KASTL cases installed under the plaster, cover sheets, networks against pests) supplied by the Seller that are specified in the manufacturer's technical sheets as to their kind, design, characteristics and prices. The manufacturer's technical sheets are published on the website of the company ŽALUZIE NEVA s.r.o. (www.nevapv.com).

Supplies of goods according to the Buyer's individual purchase orders shall be considered to be separate purchase contracts.

2. Duties of the Contracting Parties

a) Duties of the Seller:

- The duty to hand over, based on the purchase contract, the thing that is the subject of purchase to the Buyer.
- The commitment to enable the Buyer, after fulfilling all duties, to acquire the ownership title to the thing that is the subject of purchase.

b) Duties of the Buyer:

- The obligation to take over the thing that is the subject of purchase from the Seller.
- The obligation to pay the Seller the purchase price of the thing that is the subject of purchase.

3. Ordering of goods

Goods can be ordered as follows:

- Via the manufacturer's order form.
- Through the manufacturer's web application – e-shop.
- a) In both cases, the purchase order of goods must contain the ordering party's specification.
- b) All fields specifying the product must be filled in as to its quantity, type, design and accessories.
- c) Any incomplete order shall be returned to the ordering party for completion.
- d) If a purchase order is not placed using the Seller's forms or via the manufacturer's web application, the purchase order must include at least the following information:
 - The date of issue of the purchase order.
 - The date of requested delivery of the goods.
 - The ordering entity (person).
 - The specification of the goods being ordered according to the specification in the Technical Sheets of the product.
- e) A purchase order shall be considered to be placed when it is delivered to the Seller in person, by mail, via e-mail, or via the web application.
- f) If no person authorized to place a purchase order in the name of the Buyer is specified in the general purchase contract, such person shall be authorized to place a purchase order in the name of the Buyer whom the Buyer authorizes for that or it is common with respect to his or her job title; in the case of any change, the Buyer shall be obliged to notify this fact to the Seller in writing, otherwise the Seller shall not be responsible for any possible purchase orders placed by an unauthorized person; in the event of any purchase orders via the web application, the Buyer shall be authorized – if the authorized person is changed – to ask for a change in the access password.
- g) If a purchase order meets the requirements specified in these GBC, the confirmation of the purchase order is drawn up for and sent to the Buyer. If the Buyer does not raise any objection within 24 hours in writing, the purchase order shall be considered to be confirmed by the Buyer and it is sent for production. Hereby the purchase contract is concluded between both Parties.
- h) A purchase order placed via the web application is confirmed by the Seller interactively in the list of sent purchase orders applied by the Buyer. In such case, the individual purchase contract is concluded on the date when the Seller confirms the purchase order in the list of sent purchase orders.
- i) The Buyer acknowledges that it is obliged to check the confirmation of the purchase order.
- j) If the Buyer requests – after placing a purchase order – that such order be changed, it shall be obliged to notify the Seller of this fact in writing and without undue delay. Any change in the order is subject to the Seller's consent. Any possible costs of such change in the purchase order shall be borne by the Buyer.
- k) If the Seller ascertains, when processing a purchase order, that the goods cannot be delivered under the conditions specified in the order, the Seller informs the Buyer of this fact. If the Buyer approves the proposal of the new conditions, the Seller shall specify the different conditions of the delivery of the goods in the confirmation of the order, unless the Parties agree upon cancellation of the order.

- l) The Seller shall not be held responsible to the Buyer for incompleteness or inaccuracies in deliveries of goods having their origin in incorrect or inaccurate purchase orders of the Buyer. Any or more detailed specification of the order due to its incompleteness or inaccuracy is the Seller's right, not its duty. The technical specification of the individual products of the Seller, their components and parts, limit dimensions and standard designs are provided in the Technical Sheets of the manufacturer.

4. Delivery of Goods

- a) The date of termination of the production of the goods is specified in the confirmation of the order.
- b) If the Seller is not able to deliver the goods on the requested date, the Seller has the right (also after concluding the contract) to set a new, later delivery date and the Seller shall inform the Buyer of this new delivery date.
- c) The place of delivery of the goods is the address specified as the Buyer's registered office or the place of its business, unless specified otherwise in the purchase contract.
- d) If the Buyer (the ordering party) requires delivery to any address other than the Buyer's (the ordering party's) registered office or a place agreed based on a contract, it is necessary to state this fact already at the time of the order placement. This change may have an impact on the total price of transport.
- e) The method of delivery and packaging of the goods shall be specified in more detail in the Transport Conditions of the company ŽALUZIE NEVA s.r.o. These are an integral part of the GBC.
- f) The price for transporting goods to the place of delivery shall not be included in the purchase price of the goods and is fixed based on the Seller's or a public carrier's current price list and it is charged separately in addition to the purchase price of goods.
- g) Documents necessary for the take-over and use of the goods shall be considered to be the delivery note or any other document issued by a public carrier that will be issued to the Buyer after take-over of the goods. The Seller shall not be obliged to deliver any other documents or certificates for take-over of the goods.

5. Purchase Price

- a) The purchase price of the goods is fixed in the Seller's price list. The purchase price specified in the price list is exclusive of VAT, assembly and transport of goods.
- b) The amount of the purchase price may be adjusted in the general purchase contract or agreement in the form of a rebate document, in the form of a discount on the purchase price (rebate) of the Buyer.
- c) If prices of inputs, energies or other facts having an impact on the price of the goods are changed, the Seller shall be authorized to make a change in the basic purchase price of the goods. The Seller shall inform the Buyer of this intention to increase the basic purchase price. As of the decisive date, the Seller shall also make changes in the prices in the web application. For a change in the price, the decisive date shall be decisive, not the time of changes in the price lists.
- d) For the event of any change in the purchase price of individual kinds of goods, such date shall be decisive when the purchase order was placed by the Buyer with the Seller.

6. Method of Payment of the Purchase Price

- a) Unless agreed otherwise, the price shall be paid by the Buyer in the form of a pro forma invoice or charging invoice with the maturity period of ten days from the date of its issue.
- b) The Seller shall always have the right to demand payment in the form of a pro forma invoice, while the Buyer agrees explicitly with this fact by concluding the purchase contract.
- c) If it has been agreed that the purchase price of goods deliveries will be charged based on invoices, the minimal content essentials are identical with the content essentials defined in the applicable legal regulation for tax and accounting documents.
- d) The Seller shall be entitled to issue an invoice for settlement of the purchase price of a delivery:
 - On the date of delivery, i.e. upon hand-over of the goods to the Buyer or on the date of shipment of the delivery from the Seller's manufacturing plant, even if such date is prior to the date of delivery performance.
 - On the date of delivery of the goods to a public carrier in the place of the Seller's manufacturing plant.
- e) An invoice may be sent to the Buyer by mail or via e-mail to the e-mail address provided by the Buyer in the individual purchase order.
- f) If the Buyer is delayed with payment of the purchase price for any previous deliveries of goods, the Seller shall be authorized to condition any other deliveries of goods by a supplementary payment of the purchase price with which the Buyer is in delay and by the payment of the purchase price for the following deliveries of goods in advance prior to hand-over of the goods or by the requirement to deposit an advance amount for the payment of the purchase price of delivery of the goods. The Seller shall inform the Buyer of this fact.
- g) If the Seller provides the Buyer with a discount on the purchase price as a payment condition for timely payment of the purchase price of the individual deliveries of goods, the details concerning the provision of the discount are specified individually and in writing.
- h) The decisive date for awarding a discount is the date of crediting the decisive amount to the Seller's account.

7. Reservation of the ownership title

- a) The Buyer shall acquire the ownership title to the goods only upon the complete payment of its purchase price. However, the risk of damage to the goods shall pass to the Buyer already upon take-over of the goods or hand-over of the goods for transportation to a public carrier.
- b) If the goods were installed for a third party by the Buyer before the maturity period of the purchase price, the Buyer shall be obliged to use the received performance for the goods from such third party preferably for the payment of the purchase price to the Seller.

8. Transfer of Risk of Damage to the Goods

The risk of damage to the goods shall be transferred to the Buyer:

- a) On the date when the goods are delivered, i.e. by delivering the goods to the Buyer.
- b) If the Buyer orders transport, responsibility for risk of damage to the goods shall pass to the Buyer at the moment of hand-over of the goods to a carrier.

9. Defects of Goods

Any details regarding claiming defects of goods and their claiming shall be regulated in the Complaints Rules Procedure of the Seller that is binding on both Parties.

10. Delay

- a) For any delay in delivering goods on the Seller's side, the Buyer shall be entitled to the contractual penalty of 0.05% for each day of delay of the price of non-delivered products, unless specified otherwise in the general purchase contract.
- b) In the event of any delay with payment of the purchase price, the Seller shall be entitled to the contractual penalty of 0.05% of the total due amount for each day of delay; thereby the Seller's right to compensation for damages in full shall not be affected.

11. Other Provisions

- a) The Contracting Parties have agreed explicitly that the whole regime of legal relations originated between them shall be governed by the Czech Civil Code.
- b) If the Seller breaches unintentionally a duty or duties resulting from the individual purchase contract, the Seller shall be obliged to compensate the Buyer in total only for direct damages maximally in the amount corresponding to the individual purchase price of the defective goods or their part, and – as far as the entitlement to compensation for any other possible damages is concerned – maximally up to 50% of the purchase price of the defective goods. By concluding the purchase contract, the Buyer agrees explicitly with the given fact.
- c) The maximum hourly rate for repairs and travel expenses is given by the common cost price of these costs in the place and at the time of assembly, however, a maximum of EUR 45/hour and EUR 0.35/km.
- d) The Contracting Parties have agreed that all disputes arising from this Contract and the respective purchase orders and the individual purchase contracts concluded based on the Contract shall be decided by the courts of the Czech Republic.

12. Packaging

Upon taking over the goods, the Buyer shall assume the ownership interest to the package of the goods.

13. Complaints Rules Procedure

An integral part of these Business Conditions is the Complaints Rules Procedure, by which the rights and duties of the Parties are governed on account of defective performance.

14. Transport Conditions

An integral part of these Business Conditions are the Transport Conditions.

15. Transitional and Final Provisions

The provisions of these Business Conditions shall come into effect on 1 December 2017.

The individual purchase contracts and purchase orders of deliveries of goods carried out after these conditions come into effect are subject to the regime of these Business Conditions.

The wording of this document is drawn up in the Czech language. In the event of any dispute or ambiguity in the interpretation of the wording in any other languages, the wording in the Czech language shall always prevail.