



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 there 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:

The seller promises to dispatch all orders the fabric consumption of which is lower than 1500sqm in 2 weeks after receiving confirmation of specification by our technician. If seller is not able to hold it, there is automatically 10% discount. Each further 1500 sqm piece of fabric prolongs the delivery term by 1 week. It is valid for stored fabrics and for products which can be specified by technical data of the seller, according to the topical version published on the webpages. All delivery terms stated by seller are not binding for him but he will make an effort to adhere them. If the buyer is late with payment the seller is entitled to keep already unrealised deliveries from following from all purchase treaties without breaking of treaty as well as repudiation of treaty.

V. Offers:

The seller promises to send an offer on the third day after 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 pay to seller a penalty of 2 % from essential purchase price within every 30 days of payment 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 seller when the goods cross the border from inland.

VIII. Guarantee:

The seller gives prolonged 60 months guarantee time for the products made of PMS/PMI fabric, 12 months for all other products. The guarantee time is starting with the day of purchase. The prolonged guarantee time does not apply to the mounting material. The guarantee time is given provided that the customer adhere to given instruction about installation, maintenance and general conditions for maintenance of ventilation systems. The prolonged guarantee time is furthermore contingent on at least EU3 air filtration and proved washing once a year.

IX. Final statement:

Buyer declaration I got known with these conditions everything is clear and understood 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.