

## 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 cannot 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. Exact dispatch date is specified by sales department in Order confirmation and it can vary according production workload. 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 provides 10 year guarantee time for the fabrics PMS/NMS/PMI/NMI/NMR, 2 year for fabrics NMF/NLF/NMT/NHE and 2 year but maximum 50 washing cycles for fabrics PLS/NLS/PLI/NLI. For the membrane diffusers is 2 year guarantee and for their actuators 5 year. For other than listed fabrics, non-fabric equipment (zippers, hooks and similar), printings, mounting and optional materials 12 months. The guarantee time is starting from the date of invoice.

The guarantee is valid on the condition that the customer adheres to the given instructions of installation, maintenance as well as general principles of maintenance of ventilation systems. The guarantee is furthermore contingent on at least EU3 air filtration of supply air. Next condition is proved washing or cleaning (if washing is not allowed) at least once a year if more than 50% of the airflow is distributed through microperforation and the fabric. The product must not be exposed to chemicals, which could cause its erosion. Dripping water can be coloured by the fabric colour.

### IX. Claim:

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 or record the 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 [orders@přihoda.com](mailto:orders@přihoda.com).

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.

### 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.