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## **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](http://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.

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**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.

## Complaints Rules Procedure

In accordance with the applicable provisions of Act No. 89/2012 Coll., the Civil Code, as subsequently amended, and – in relation to consumers – also of Act No. 634/1992 Coll., the Consumer Protection Act, and its own General Business Conditions and Transport Conditions, the company ŽALUZIE NEVA s.r.o., as the seller (the Contractor), issues this Complaints Rules Procedure. Any matters not regulated in this Complaints Rules Procedure, the General Business Conditions or the Transport Conditions of the company ŽALUZIE NEVA s.r.o. shall be governed by the legal order of the Czech Republic.

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

### **Art. 1**

#### **Rights and duties of the Buyer (the Ordering Party)**

If there is a defect in goods, i.e. such condition when goods are not delivered in accordance with the purchase order, purchase contract, contract for work or the General Delivery Conditions, the Buyer (the Ordering Party) has the right to claim such defect.

If a complaint is settled by the replacement of defective goods for perfect goods, the Buyer (the Ordering Party) shall be obliged to return the defective goods to the seller (the Contractor) for assessment of justifiability of the complaint, not later than within one month from the delivery of perfect goods for replacement. In the opposite case, these perfect goods shall be invoiced to the Buyer (the Ordering Party).

Goods to be claimed or their approved part must be delivered back to the Seller (the Contractor) in a complete condition, unless the Buyer (the Ordering Party) agrees with the Seller (the Contractor) otherwise in advance. The Buyer shall attach a written document to the goods (e.g. confirmation of the purchase order or the complaint protocol) with the order number, detailed description of the claimed defect and contact details of the Buyer. In order to prove a complaint, it is necessary to attach photo documentation or a video recording of the defect, and send it immediately to the Seller's (the Contractor's) responsible person.

If the Buyer (the Ordering Party) delivers goods to the seller for carrying out a repair/guarantee repair and these goods are not packed sufficiently, the Buyer (the Ordering Party) acknowledges that the Seller (the Contractor) shall not bear any responsibility in such case for defects and any other damage arisen due to transportation and subsequent handling of these goods (damaging, deformation, scratching, rupturing, loss of its part or accessories, etc.). Removal of such originated defects will be carried out based on the approval by the Buyer (the Ordering Party), and then it will be charged to the Buyer (the Ordering Party). This provision shall also apply analogically to cases of carrying out repairs of goods as separate binding relations, i.e. also to situations where goods being repaired are not a product of the company of the Seller (the Contractor) and the client (the Ordering Party) has ordered the repair of goods (work) from it separately.

Any apparent damage to the goods, their packaging or incompleteness of a delivery upon its arrival must be resolved immediately with the carrier and any discrepancies entered in the shipment

(transport) document. The Buyer (the Ordering Party) shall not be obliged to take over such goods from the carrier and it shall inform the Seller of the ascertained damage without undue delay. On the date of take-over or on the nearest possible date, however, no later than within 5 working days, the Buyer (the Ordering Party) shall check properly the completeness of the goods and their accessories.

If the goods are taken over personally by the Buyer (the Ordering Party), the moment of take-over of the goods shall be the moment of transfer of risk of origination of damage to the goods from the Seller (the Contractor) to the Buyer (the Ordering Party). If the Buyer (the Ordering Party) fails to inspect the goods upon their take-over, the Buyer (the Ordering Party) may claim entitlements from defects ascertainable during this inspection only if it proves that the goods already had these defects (e.g. missing accessories) at the time of transfer of risk of damage to the goods.

For acknowledging a payment of justifiably spent real costs related to a claimed product (goods), it is necessary to specify these costs exactly, inform the Seller (the Contractor) of them immediately and possibly prove with due invoices of sub-suppliers of the necessary services, if the Seller (the Contractor) demands that. The Buyer (the Ordering Party) shall not become entitled to reimbursement for these costs automatically. The Seller (the Contractor) shall reserve the right to assess a complaint regarding the goods first and determine whether this entitlement of the Buyer has arisen, and determine the amount of acknowledgeable costs related to the complaint. The right to reimbursement for costs of a complaint shall be acknowledgeable during the period of the basic guarantee. In the event of an extended warranty, the Buyer (the Ordering Party) shall be entitled to repairs at the manufacturer's (the Contractor's) registered office to where the Buyer (the Ordering Party) transports the goods (product) at its own expense or to free delivery of the claimed parts.

When claiming a higher extent (more defects), the Seller (the Contractor) has the right to assess a complaint in the place of assembly even before disassembly of goods.

The amount of acknowledgeable costs related to the complaint is given by the General Business Conditions or the Transport Conditions of the company ŽALUZIE NEVA s.r.o.

### **Rights and duties of the Seller**

The Seller (the Contractor) shall be responsible for the fact that goods, upon their take-over by the Buyer (the Ordering Party), are free of any defects, in particular for the fact that at the time of their hand-over goods are in accordance with the provisions of Section 2161 of the Civil Code, i.e.:

- They are of the requested quality, quantity and design according to the contract/purchase order and they are packed in an appropriate manner.
- They are fit for the purpose specified by the Seller (the Contractor) or for which goods of this kind are normally used.
- In their quality and design they correspond to the agreed sample or model, if the quality or design was determined according to the agreed sample or model.
- They are delivered in a corresponding quantity, extent and dimensions.
- They meet the requirements of legal regulations.
- The delivery note is attached that is used for lodging of any possible complaint.

Rights from liability for defects in the goods (product) of the Seller (the Contractor) shall not apply especially in cases where a defect or damage originated due to:

- Mechanical damage to the goods or their parts
- Provably unauthorized interventions in the mechanism of the goods or their parts
- Natural disaster or due to any other external event beyond the control of the Seller (the Contractor)
- Electric overvoltage
- Provably incorrect storing, incorrect use of the goods or their parts
- Use of the goods or their parts at variance with the instructions for use (the Technical Sheet) that are included in the Technical Sheet of the product on the website [www.nevapv.com](http://www.nevapv.com)
- Provably unprofessional installation of the goods or their parts or due to installation in any unsuitable premises
- Deviations in the dimensions of the goods or their parts not exceeding the manufacturer's production tolerances specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)
- With deviations of the slanting operation of blinds not exceeding the manufacturer's production tolerance specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)
- With deviations of the tilting of slats not exceeding the manufacturer's production tolerance specified in the Technical Sheets of the product on the website [www.nevapv.com](http://www.nevapv.com)

The Seller's (the Contractor's) responsibility for defects shall not apply:

- To wear and tear caused by normal use of the goods
- In the event of the goods sold for lower prices, to a defect for which the lower price has been agreed
- In the event of used goods, to a defect corresponding to the extent of use or wear and tear of the goods upon their take-over by the Buyer

The Seller's responsible employee shall decide on the justifiability of a complaint without undue delay. In cases where the settlement of a complaint requires professional assessment (e.g. by the supplier of materials), this responsible employee may define a longer deadline.

The Seller (the Contractor) has the right to assess a defect of the goods in the place of their use or assembly, even before disassembly of the goods. For assessment of installation, the Seller (the Contractor) may send its technician or a technician of the supplier of the claimed components. If the Seller or its supplier is not enabled to assess installation on the spot, the Seller shall have the right to reject such a complaint.

The seller shall be responsible for any defects originating due to unprofessional assembly or other unprofessional putting of the goods into operation only if assembly of the goods has been agreed in the purchase contract between the Buyer and the Seller and if such assembly was performed by the Seller or a person authorized by the Seller.

**Art. 2****Lodging of complaints**

A complaint is lodged by the Buyer (the Ordering Party) with the Seller's responsible employee. A complaint may be lodged continuously via e-mail or personally or by phone during the whole operation time of the company. The Buyer (the Ordering Party) shall be obliged to prove that its entitlement to settlement of a complaint is justified, i.e. that in addition to stating the defects it also provides information on acquisition of the goods (which it proves with the respective document or warranty card, if issued). A complaint must be lodged by the Buyer (the Ordering Party) without undue delay within the deadlines pursuant to Sections 2112 and 2618 of the Czech Civil Code.

**Art. 3****Warranty period and deadline for applying a complaint**

1. The condition for admitting a complaint is:

- Lodging within the warranty period
- Fulfilling the conditions defined in the Technical Sheet of the product that is provided on the website [www.nevapv.eu](http://www.nevapv.eu) or generally known rules for using the thing
- That there is no defect in the goods originated due to unprofessional handling by the Buyer (the Ordering Party) / the user or due to normal wear and tear
- Submission of the warranty card, if issued
- Payment of the purchase price or the price of work for the delivered goods

2. The warranty period is:

- 2-year standard warranty + 2 years of extended warranty in respect of blinds and their parts.

The extended warranty – within the extended warranty, repairs of warranty defects will be carried out free of charge in the registered office of the company ŽALUZIE NEVA s.r.o. or components for these repairs will be delivered to the customer free of charge. No other related costs shall be reimbursed.

- 5-year warranty for Somfy, Geiger and Elero motors
- 2 years for electronics

The warranty period shall start running on the date when the goods are delivered to the Buyer (the Ordering Party), i.e. by the contracting partner, not by the end customer. If the goods were not handed over and taken over due to lack of cooperation of the Buyer (the Ordering Party), the warranty period shall start running from the date when the goods or work should have been handed over.

**3. The warranty period cannot be confused** with the period of usual lifetime of the goods, i.e. for the period during which the goods, if correctly used and treated, can last with respect to their properties, given purpose and difference in the intensity of use.

4. The Seller shall not be responsible for increasing the extent of damage if the Buyer (the Ordering Party) uses the goods, although it is aware of the defect. Any apparent defects (e.g. damaging of the goods' packaging) caused by the carrier have to be lodged upon hand-over directly with the

carrier. In order to lodge a complaint caused by a transport company it is necessary to leave the goods in the place of hand-over at the moment when a defect is detected, including their original package; to obtain the corresponding documentation of the damage (photographs, video, etc.), and to ensure drawing up the recording of the damage with the transport company.

5. If the Buyer's (the Ordering Party's) complaint is settled by replacing the defective goods by perfect goods, there is no new warranty period running in respect of the new goods and the time that has lapsed from acknowledging a complaint until the moment when the Buyer (the Ordering Party) is obliged to take the goods over is not included in the warranty period. If the complaint is settled by repairs, the time that has lapsed from acknowledging the complaint until the moment when the Buyer (the Ordering Party) is obliged to take the repaired product over is not included in the warranty period.

#### **Art. 4**

##### **Removable defects**

1. Such defects shall be considered removable defects when their removal does not affect the appearance, function and quality of the products and the repair can be carried out duly. The assessment of the character of the defect rests with the Seller (the Contractor). The deadline for the removal of the defect will be specified by the Seller (the Contractor) in relation to its current operating possibilities.

2. If it concerns a removable defect, the Buyer (the Ordering Party) may demand free and due removal of such defect, while the Seller (the Contractor) shall decide on whether it will be carried out by repairing or replacement of the thing (if it is not disproportionate to the nature of the defect). If it is not possible to remove the defect, the Buyer (the Ordering Party) may demand a reasonable discount of the price of the thing or withdraw from the contract.

3. If it concerns the removable defect of goods that were already used during the warranty period, the Buyer (the Ordering Party) has the right to demand only free, timely and due removal of such defect, while the Seller (the Contractor) shall be obliged to remove such defect within the time limit specified by the Buyer (the Ordering Party).

4. The Seller (the Contractor) may always replace a defective thing by a perfect thing instead of removing its defect.

5. If a complaint is settled by replacing goods by perfect goods, the Buyer (the Ordering Party) shall be obliged to return the defective goods to the Seller (the Contractor). If the goods are not returned within one month from such replacement, such goods will be charged to the Buyer (the Ordering Party) using the price valid at the time when the goods were purchased.

#### **Art. 5**

##### **Non-removable defects**

1. Such defects considered to be non-removable defects are those that cannot be removed completely within the defined deadline. If it is a non-removable defect preventing the proper use of the product, the Buyer (the Ordering Party) may demand at its discretion:

- Replacement of the goods by perfect goods
- Termination of the purchase contract and return of the purchase price

2. The same rights appertain to the Buyer (the Ordering Party) if they are removable defects if, however, the Buyer (the Ordering Party) cannot use the product duly due to repeated occurrence of the same defect after repair or due to a higher number of defects. Such product is usually a product in which the same defect appeared in the same place after having been repaired at least twice previously.

3. If there are any other non-removable defects preventing the proper use of the product for a defined purpose, the Buyer (the Ordering Party) shall be entitled to a reasonable discount on the price. If the customer price has changed since the time when the goods were purchased, a discount will be provided to the Buyer (the Ordering Party) on the price valid at the time when the goods were purchased.

**Art. 6**  
**Settlement of a complaint by providing a discount**

Based on the agreement with the Buyer (the Ordering Party) it is also possible to settle its complaint by providing an appropriate discount. If a warranty card was attached to the goods, the discount and the reason for its provision will be specified on this warranty card. The appointed employees of the company ŽALUZIE NEVA s.r.o. are authorized to provide a discount according to their powers. If the customer price has changed since the time of purchase of the goods, a discount will be provided to the Buyer (the Ordering Party) on the price valid at the time when the goods were purchased.

**Art. 7**  
**Goods sold for lower prices**

1. Used products or products having any defects not preventing the use of the product for its defined purpose are sold for lower prices only.

2. The Buyer (the Ordering Party) must be notified that a product has a defect and what kind of defect it is. The Seller shall not be responsible for such defects of new or used products for which a lower price has been agreed.

3. If a price was reduced for business purposes (e.g. due to after-seasonal clearance sale) and if it concerns the sale of new perfect goods, the Seller shall be responsible for defects of sold goods in full.

**Art. 8**  
**Dispute Resolution**

Any disputes arising during the complaints proceedings shall be decided by the general court in the Seller's (the Contractor's) registered office.

**Art. 9**  
**Final Provisions**

Before goods are purchased, the Buyer shall be obliged to familiarize itself with the Complaints Rules Procedure, the General Business Conditions and the Transport Regulations. By taking over

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goods from the Seller or the carrier, the Buyer accepts this Complaints Rules Procedure. The Seller shall reserve the right to change the Complaints Rules Procedure.

The Complaints Rules Procedure in this wording shall come into effect from 1 December 2017 and the validity of the Complaints Rules Procedure effective from 1 March 2014 shall terminate on this date.

The wording of this Complaints Rules Procedure has been executed 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.

## **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.