

BUSINESS TERMS AND CONDITIONS OF THE COMPANY
Rawet s.r.o., Čapkova 1941/22, CZ-678 01 Blansko, VAT CZ47901411

These Business Terms and Conditions define and specify the rights and obligations between the seller (Rawet s.r.o.) and the buyer (customer). Relationships which are not regulated by the Business Terms and Conditions shall be governed by Law No. 89/2012 Coll. Civil Code. The basic obligation of the seller is to deliver the ordered goods and the basic obligation of the buyer is to accept the delivery and pay the price for the goods.

1. Sales Contract

Customer's order, written or oral, shall be considered as an offer to make a contract. The seller shall deliver to the customer a confirmation with the exact specification of the goods, the purchase price and the delivery date. If the customer agrees to this confirmation, or does not contradict it within 3 working days from the delivery of the confirmation, the purchase contract is considered to be concluded. On the contrary, in the case of telephone or personal order further customer's confirmation is required. At the moment of conclusion of the purchase contract, the buyer is bound by the Business Terms and Conditions and expresses his consent. These Business Terms and Conditions are part of the order confirmation. Different terms and conditions of the buyer do not apply unless agreed otherwise.

2. Payment Terms

Valid prices are confirmed to the buyer in the order confirmation. If the price is higher than the price stated in the order, the seller informs the buyer, who can accept the new price or refuse delivery. The seller has the right to decide how the buyer will pay the purchase price (taking into account previous business experience with the buyer). This form of payment is indicated in the order confirmation:

a) Advance payment before delivery

- seller may require a deposit of up to 100% of the order price. In this case, an "Advance Invoice" is issued. After delivery of the goods, a tax invoice is issued, where the deposit is deducted

b) Cash payment upon receipt of goods

- is possible only at the Rawet s.r.o. in the personal collection of goods

c) Payment on delivery

- is paid to the shipping company (PPL or Česká pošta) on receipt of the goods

d) Payment by bank transfer after delivery

- payment to the seller's bank account stated on the invoice. The standard maturity period is 21 days; the seller may set a different period with regard to the total volume of the buyer's orders and the duration of their mutual business relations. Failure to pay the purchase price within the maturity period shall be considered a material breach of contract. In such a case, the seller shall be entitled to interest on late payment of 0.05% of the outstanding amount for each commenced day of delay. In addition, the seller has the right to suspend or withdraw from the delivery of goods resulting from other contracts concluded with the buyer. The seller remains the owner of the goods until they are fully paid.

3. Terms of delivery

The expected date and method of delivery is stated in the order confirmation. If the delivery date is not specified, the goods will be delivered no later than 14 days after confirmation of the order or payment of the advance invoice. The delivery is fulfilled by delivering the goods to the address specified by the customer. Unless otherwise agreed, the seller shall provide transportation to the specified address.

As a standard, the goods shipment contains an invoice or delivery note, operating instructions in Czech and a warranty certificate. Upon request it is possible to supply documentation in another language, if this language version is available to the seller.

To the price for the goods the seller adds the shipping and packing depending on the size of the package and the method of dispatch.

If the buyer fails to accept the delivery for reasons for which only the buyer is responsible, the buyer shall bear the full costs of repeated delivery.

The risk of damage to the goods passes to the buyer at the moment of receipt of the goods.

If for reasons for which only the seller is responsible, the delivery date specified in the order confirmation is not met and the seller and the buyer do not agree on a new date, the buyer is entitled to a contractual penalty of 0.05% of the total price of delivery for each day of delay.

4. Withdrawal from the Contract:

In the event that the buyer withdraws from the contract, goods must be delivered to the premises of the seller in the original packaging, must not show any signs of use, must be undamaged, complete and with original proof of purchase. However, the buyer can not withdraw from the contract in which he ordered a non-returnable product modification (size adjustment, customer design etc.). In this case, only the part of the package or product that has not been modified in a way that makes it impossible or difficult to resell to another customer can be returned.

If the goods are delivered in a damaged, incomplete or otherwise degraded condition, the seller may require the buyer to compensate for the decrease in the value of the returned goods. The seller has the right to reimbursement of costs incurred in connection with the return of the goods.

5. Liability for Defects of Goods:

In the event that the goods upon receipt by the buyer does not comply with the sales contract, the buyer has the right to have the seller free of charge and without undue delay put the goods into the state corresponding to the purchase contract, according to the buyer's request either by replacement or repair. If such a procedure is not possible, the buyer may request a reasonable discount on the price of the item or withdraw from the contract.

The buyer is always obliged to claim defects in writing. Unless agreed otherwise, the buyer loses the right to a refund of the purchase price of the claimed goods, if he does not return it to the seller in the state in which it was received within 30 days from the acknowledgment of the claim.

6. Warranty rights

The warranty period is 36 months from the receipt of goods by the buyer.

In the case of an extended (contractual) warranty, the seller shall specify the terms and extent of the extended warranty in the warranty certificate. The warranty does not cover normal wear and tear caused by its use or damage caused by use contrary to the operating instructions.

In the event of a removable defect, the consumer has the right to have the defect removed free of charge. If the defect is irremovable and impedes the proper use of the goods, the buyer has the right of exchanging the defective goods or may withdraw from the sales contract.

The claim will be settled without undue delay, no later than 30 calendar days from the date of claim, unless the seller and the buyer agree otherwise. The claim point is the premises Rawet s.r.o., Čapkova 22 Blansko 67801.

7. Personal data protection

The seller undertakes to protect the acquired personal data and information of the buyer against misuse pursuant to Law No. 101/2000 Coll.

8. Arbitration clause

Should any dispute arise between the buyer and the seller in relation to this order, its application or interpretation, both parties shall use their best endeavors to resolve such dispute amicably.

If this dispute cannot be settled amicably, it shall be finally decided by the Arbitration Court attached to the Chamber of Commerce of the Czech Republic and the Agricultural Chamber of the Czech Republic in Brno according to its Rules by one arbitrator appointed by the President of the Arbitration Court. The contracting parties undertake to fulfill all obligations imposed on them in the arbitration award within the time limits specified therein.

Seller:

Buyer: