



**RAVAK a.s.**

## **GENERAL DELIVERY CONDITIONS**

### **I. General Provisions**

All the supplies and services are provided under the following conditions. Potential deviations will be agreed beforehand in written form and confirmed by the Seller.

### **II. Conclusion of contract and contract content**

- 1) The purchase contract comes into force upon the order confirmation (proforma invoice) in written form by both the Seller and the Buyer.
- 2) Each order confirmation (proforma invoice) stipulates that these General Delivery Conditions (GDC) are an integral part of the confirmation and that they are available for the Buyer before conclusion of a purchase contract. Upon confirming proforma invoice the Buyer confirms its full acceptance of GDC.

### **III. Securing the import licence and reexport**

- 1) The Buyer will sufficiently ahead apply for any permission necessary for import of the goods.
- 2) The Buyer is entitled to reexport the goods to a third country only based on a written consent of the Seller.

### **IV. Delivery parity, delivery term, goods specification**

- 1) Delivery parity, delivery term and goods specification are finally defined by the Seller in the order confirmation (proforma invoice).
- 2) If the Seller discovers that he cannot comply with the agreed conditions or that the supply might be delayed, the Buyer has to be informed about this fact as well as about new conditions proposal in advance.
- 3) If the Buyer does not duly accept the goods or does not pay for them within the specified term, the Seller is entitled to sell them to a third party. The Buyer is not free then from the liability for the Seller's losses.

## **V. Force majeure**

- 1) The Seller / the Buyer will not make claims against the other Party if the execution of duties was prevented by the events beyond the control.
- 2) The Parties will inform each other of such circumstances without delay.
- 3) If it turns out that the execution of the duties cannot be resumed within six months from the force majeure event, each of the Parties is entitled to withdraw from the part of the contract which is affected.

## **VI. Ownership**

Supplied goods remain in the ownership of the Seller until all payments due are paid.

## **VII. Prices**

The price of products is set out in current price-list.

## **VIII. Payment terms**

- 1) The Buyer will pay for the goods within the leadtime specified in the contract confirmation (proforma invoice) unless agreed otherwise later on.
- 2) In case of payment delay, the Seller is entitled to charge the penalty 0,05% of the unpaid amount per each day of the delay.
- 3) The Buyer will not neither delay the payment nor pay reduced amount for any reason (e.g. claim).

## **IX. Transfer of damage risk**

The risk of loss or damage to the goods, as well as the obligation to bear the costs relating to the goods, passes from the Seller to the Buyer as stated in ICC official rules for the interpretation of trade terms (INCOTERMS 2000).

## **X. Claims**

- 1) The goods are supplied at a quality complying with respective European standards applicable for this commodity. Potential claims will be assessed in accordance with these standards.
- 2) The goods may have tolerances permitted by the standards in question.
- 3) In case of a claim based on the difference between the actual specification and specification agreed in order confirmation (proforma invoice), the Buyer has to inform the Seller about such facts in written form within one week after the receipt of the goods.
- 4) The Seller's claim dept will advise the solution within 14 days after receiving the duly completed claim protocol providing full details like certificate of warranty,

serial No., defect description, invoice No., and in case it is demonstrative enough also photodocumentation.

- 5) The Buyer will enable the Seller to check the supply if needed.
- 6) Claimed goods will be stored at the Buyer's premises or the final client's premises until the claim is solved.

## **XI. Warranty**

- 1) 24 months warranty is provided for all product range of the Seller (except for the radiators - 60 months) and it refers to any of its utility features, appearance and surface quality. It does not refer to the wear, faults or damages caused by mechanical or chemical effects (improper maintenance, wrong installation) and damages caused by improper usage.
- 2) 10-year guarantee for acrylic bathtubs is confirmed assuming the use of either original supportive legs for the particular bathtub model or bathtub installation into polystyrene support supplied by the Seller.

## **XII. Interpretation of commercial provisions**

Commercial conditions will be interpreted in compliance with valid International Commercial Terms (INCOTERMS 2000) issued by International Chamber of Commerce in Paris.

## **XIII. Arbitration provision**

- 1) Any disputes that may arise between the Seller and the Buyer during the contract execution will be settled amicably. If an agreement can not be reached this way, the dispute will be settled by the Arbitration Court at the Chamber of commerce of Czech Republic and the Chamber of agriculture of Czech Republic (Rozhodčí soud při Hospodářské komoře ČR a Agrární komoře ČR).
- 2) The Seller and the Buyer undertake to accept and implement the arbitration decision without delay.

## **XIV. Governing law**

The legislation of Czech Republic is applicable for legal relationship between the Seller and the Buyer.

## **XV. Final provisions**

The rights of the Buyer resulting from concluded purchase contract are not assignable without the Seller's consent.