General business conditions

I. Validity of the terms and conditions:

These "General Commercial Terms and Conditions" (hereinafter referred to as the "Terms and Conditions") regulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the reciprocal rights and obligations of the Contracting Parties established pursuant to the contract of purchase (hereinafter referred to as the "Contract of Purchase") entered into by and between the company PŘÍHODA s.r.o., Za Radnicí 476, 539 01 Hlinsko, Company Number 62024205 (hereinafter referred to as the "Seller") and another natural person or legal person (hereinafter referred to as the "Buyer"). Unless the Contracting Parties agree otherwise, the Terms and Conditions apply to all Contracts of Purchase entered into between the Seller and the Buyer. The Terms and Conditions, in the wording effective on the date of concluding the Contract of Purchase, constitute an inseparable part of the Contract of Purchase. Amendments and additions to the Terms and Conditions and the Contract of Purchase are only possible in the form of a written addendum signed by both Parties.The Buyer is familiarised with the Terms and Conditions in the Seller's price offer, which is sent by the Seller to the Buyer before the Buyer sends the Seller its order. If the Buyer is a sales representative of the Seller, the Terms and Conditions are appended to the Contract of Agency. A Contract of Purchase is concluded when the Seller confirms the order placed by the Buyer.

II. Delivery conditions:

It is arranged that the Seller complies with its obligation to deliver goods according to the contract and these Terms and Conditions by delivering the goods to the Buyer. A delivery note is part of delivering goods to the Buyer. The delivery of goods to the Buyer is understood to be the handover of the goods to the Buyer at the place of performance, which is the registered office of the Seller or the place of handover of the goods to the first carrier for shipping to the Buyer. Should the Buyer determine in the contract the place of delivery of the goods at its customer, the date of the chargeable event is the date of issue of the invoice to the Buyer for the purposes of VAT. If the shipping of the goods has not been arranged, the Seller shall call on the Buyer to collect the goods, doing so a minimum of three days prior to the date specified as the date of delivery in confirmation of the order, at the address of its registered office. The Buyer is obliged to collect the goods on that date. The obligation of the Seller to deliver the goods is also fulfilled in a due and timely manner should the Buyer fail to collect the goods on that date. In such case the risk of damage to the goods passes to the Buyer, and the Seller is authorised to store the goods at the expense of the Buyer. The Seller shall inform the Buyer of this without delay and inform it of the size of the storage costs, which are billed as of the seventh day following the date of delivery. Storage costs are agreed at 0.5 % of the purchase price of the goods for each week of storage. If, according to the Contract of Purchase, the goods are to be shipped by the Seller, the Seller shall ensure standard shipping of the goods or products at its own expense to the place specified by the Buyer. If the Buyer requires express shipping, this is covered by the Buyer. The place of delivery must be within the territory of the Czech Republic. The Buyer must state the full address of the place of delivery and identify the person or persons authorised to receive the goods.The shipping of goods is insured. The goods are delivered according to the specifications stated in confirmation of the order, even in the case that the goods stated in the Buyer's order differ from the goods stated in the Seller's confirmation of the order. The technical specification of the goods is provided to the Buyer for approval immediately after receiving its order. Should the nature of the goods require, confirmation of the technical schedule of the product is appended.

III. Purchase price:

The purchase price is bindingly set in confirmation of the order sent by the Seller to the Buyer and is thereafter not changeable. The Buyer undertakes to pay the Seller the purchase price of the delivered goods pursuant to an invoice issued by the Seller. The Purchase Price is payable within 30 days of the delivery of the goods. The purchase price is deemed to have been paid on the date of full crediting to the Seller's account at its bank and it is fully at the Seller's disposal.
The Seller is authorised to demand full payment in advance in the following cases:
if the Buyer failed to satisfy contractual terms and conditions in previous orders, if it is one of the first reciprocal transactions, if the Seller has other reason to doubt the assurance of the obligation. Goods of a value of up to CZK 10,000 shall be sent payment-on-delivery. The Seller does not accept cash payments.

IV. Term of delivery:

The standard term of delivery for an order for which the consumption of fabric is less than 1,500 sqm is within 3 weeks of receiving approval of the specifications. The term of delivery is extended by 1 week for each further commenced 1,500 sqm of fabric. The term of delivery for a specific order is communicated by the Seller's Sales Department in confirmation of the order and might differ depending on the production load. If the Buyer is in delay with the payment of the purchase price, or a portion thereof, for a certain order, the Seller is authorised to suspend performance of the as yet unfulfilled orders of the Buyer from all Contracts of Purchase concluded with the Buyer without this meaning breach of contract by the Seller or establishment of the right of the Buyer to withdraw from the Contract. A customer requested change to already confirmed order means an extension of the delivery date by at least 3 working days. The new date will be determined according to the complexity of the change and the stage of completion of the order

V. Offers:

The Seller undertakes to send an offer to the Buyer for orders having a value of not more than EUR 10 thousand within 3 business days of the date on which the Buyer's request is technically clarified. The term of sending the offer may be extended, invariably by another business day, with each further commenced EUR 10 thousand of value of the order. If the request does not contain all data required to compile an offer, the Seller shall call on the Buyer within 24 hours to supplement it.

VI. Interest on late payment and contractual penalty:

The Buyer shall pay the Seller for a delay in the payment of the purchase price interest on late payment of 0.5 % of the basic purchase price for each commenced day of delay from the due date of payment.

VII. Right of ownership to the goods:

The subject-matter of the Contract of Purchase - the goods delivered by the Seller - passes to the ownership of the Buyer at the time of handover of the goods to the Buyer at the place of performance or upon handover to the first carrier for shipping to the Buyer. If a place of performance is arranged outside the Czech Republic, the ownership of the goods passes to the Buyer at the time when the goods are exported outside the territory of the Czech Republic.

VIII. Warranty:

The warranty periods for individual products are written into the table which constitutes an annex to these Terms and Conditions . 20 years warranty is conditional upon soft start of supply air or using tensioners or reinforcements otherwise 2 years warranty is valid. The warranty period commences on the date of delivery of the goods. The warranty is conditional on adherence to all provided instructions for installation and maintenance and adherence to the general principles of maintenance of air-treatment equipment and the filtering of supply air, minimum EU3. Irrespective of the level of filtering used, impurities from the distributed air might gradually clog the micro-perforation openings. Any reduction in the through-flow and function of the outlet for this reason is not a ground for a warranty claim and is resolved by washing the outlet. Significant soiling could lead to damage to the fabric or connected structures by excessive overpressure and in such case a warranty claim shall not be recognised. The product may not be exposed to the effects of substances which could chemically impair it.The fabric does not have UV protection, and its colour may change in rare cases due to exposure to sunlight. Dripping water might be coloured by the fabric dye.

IX. Technical Properties of Goods:

Given the nature of the materials used and the manufacturing technology, dimensions and positions specified in the technical documentation are nominal values subject to reasonable manufacturing tolerances. For textile products, the actual dimensions, shape and positions of individual elements are influenced in particular by the properties of the material, the method of installation, suspension, tensioning and the operating condition of the product. Representations of distribution elements in technical drawings are schematic. Deviations resulting from the aforementioned circumstances shall not be considered defects, provided that they do not materially affect the agreed function of the product.

X. Prihoda ART, Prihoda Stitch and Prihoda Press:

For orders using Prihoda ART, Prihoda Stitch or Prihoda Press technologies, the customer is responsible for ensuring that it holds all rights and licences necessary to use any photographs, images, graphics, logos, texts and other materials provided by the customer for the purposes of the ordered project. The supplier is under no obligation to verify the origin of such materials or the existence or scope of the relevant rights, licences or authorisations and shall not be liable for any infringement of third-party rights arising from the use of materials provided by the customer. By approving the production proof, the customer confirms the accuracy of the processing, its right to use the materials provided and its consent to production in accordance with the approved proof.

XI. Warranty claims:

When receiving the goods from the carrier, the Buyer is obliged to check the number of packages and the condition of the packaging. If it does not agree with the number of pieces or if the packaging of the goods is damaged, it shall not accept the consignment or shall state the condition in the handover document. We recommend taking a photograph of such a consignment. If, after unpacking, the number of pieces does not match or the goods are damaged, send a written warranty claim to PŘÍHODA s.r.o., best of all by e-mail to quality@prihoda.com.
If, when using the goods, faults appear during the warranty period, the Buyer may make a warranty claim in accordance with the law. A warranty claim must be made in writing, with a precise description of the fault having arisen and by sending the claimed goods to the producer for evaluation. If it is not possible to send the goods back to the producer for operating reasons, photographs must be taken which clearly show the fault having arisen. A warranty claim and the removal of a fault must by law be settled not later than within 30 calendar days following the date on which the claim is made, unless the Seller and the Buyer agree on a longer time limit.

XII. Final provisions:

The declarations of the Buyer: I have read these contractual terms and conditions and fully understand them.
By sending an order I confirm that the wording of the contract and of these contractual terms and conditions expresses my free and solemn will and I hereby accept the rights and obligations arising from the contract and from the contractual terms and conditions. The legal order of the Czech Republic is applicable to the legal relationships between the Buyer and the Seller established by this contract and in connection with it.

1) Customized textile diffusers and ducting designated for buildings (apart from the parts specified under Points 2 and 3)		
A)	**Fabrics:** - Prihoda Classic (PMS, NMS), Prihoda Premium (PMI, NMI), Prihoda Recycled (PMSre, NMSre) – including Prihoda Art - Prihoda Rigid (PMR, NMR)	20 years
B)	**Fabrics:** - Prihoda Economy (PMS, NMC), including Prihoda Art	10 years
C)	**Fabrics:** - Prihoda Plastic (NMF),Prihoda Light (PLS,NLS), including Prihoda Art	5 years
D)	**Fabrics:** - Prihoda Foil (NLF), Prihoda Glass (NHE), Prihoda Translucent (NMT)	2 years
E)	- other than the specified fabrics - graphics other than Prihoda Art	1 year

2) Serial and special products and parts		
	- QuieTex - Lantern - Squairetex - Membrane diffuser - Insulated duct - Double ducting - Fabric Shutter - Equalizers - Damper - Beat Absorber - LucentAir - Airport Ducting - Antistatic Design	2 years
	- Defrostex	1 year

3**) Other products marked with order number OPxxAxxx (non-standard products)**	2 years

4**) Non-fabric accessories**		
	- Servomotors - Velcro - Zippers - Arcs, Tyres, Helix - Tensioners - Manually operated flap - Winches - Mounting material	5 years

5**) Deadline for notification of a defect arising during washing or other maintenance (later complaints will not be accepted)**	1 month