

GENERAL TERMS AND CONDITIONS DOBRÁ AGENTURA, s.r.o.

1. General Terms and Conditions

1.1. These General Terms and Conditions (GTC) are an integral part of all purchase contracts between the Seller - **DOBRÁ AGENTURA, s.r.o., Krahulčí 2016 / 9, 193 00 Praha 9 - Horní Počernice, ID: 26453118, VAT: CZ26453118** and the Buyer. The GTC define and specify the rights and obligations of the Seller and his customers (Buyers), which can be a physical or a legal person who purchases goods or services from the Seller. All contractual relationships between the parties are governed by the current legislation of the Czech Republic.

1.2. GTC is an integral part of the tax document - invoice. The Buyer received and was acquainted with the GTC and confirms to agree with them by signing the invoice. In the case of purchases via e-Shop the purchase order is considered a draft of a future contract. The purchase order becomes a final contract when the Buyer receives the final binding confirmation of the order from the Seller. At that moment the Seller and the Buyer mutually confirm rights and obligations. Since then the Buyer is bound by the GTC and agrees with them. For purchases via e-Shop the Buyer receives a notification of this fact prior to confirming the order.

1.3. The General Terms and Conditions (GTC) take precedence over any other business conditions, especially any terms and conditions of the Buyer.

1.4. If the Seller and the Buyer agree on different terms and conditions, these are superior to the Seller's GTC. Such mutual agreement shall come into effect only if it is documented in writing and signed by authorized persons of the Seller and the Buyer.

1.5. The purchase contract between the Seller and the Buyer shall be concluded in accordance with relevant provisions of the Commercial Code. The purchase contract is also concluded with the Seller in a form of a confirmed order but such order must describe the subject, the time and place of performance, the price per unit, i.e. method of calculation of the price (in accordance with § 448 Civil Code), including surcharges for urgent or special production requirements. Buyer's order is considered binding if it exactly identifies the Buyer (by trade name, identification number, address, name of the person authorized to act on behalf of the Buyer), the type of goods ordered, product ID number, quantity, delivery method and date and signature of an authorized person. The validity of an electronically submitted order requires a completion of all the required data and requirements in the e-form.

2. Registration of the Buyer with DOBRÁ AGENTURA, s.r.o

2.1. The Buyer that placed the first order with DOBRÁ AGENTURA, s.r.o is expected to read these GTC and shall complete the registration and receive a client number by presenting: a report from the Legal Business Registry, the Trade License (Concession deed), the Certificate of VAT registration.

2.2. The prerequisite for accepting the Buyer as an official distributor of DOBRÁ AGENTURA, s.r.o is a conclusion of a dealer contract and vocational training. DOBRÁ AGENTURA, s.r.o will organize vocational training for products where professional installation is required. Once confirmed as an official distributor, a valid certificate is issued by DOBRÁ AGENTURA, s.r.o and must be signed by the authority or person empowered. Besides identification data of DOBRÁ AGENTURA, s.r.o, the certificate must contain distributor's business name and identification data, date of issue, scope of validity, and the name of the product for which the certificate is issued.

3. Delivery terms and conditions, documents accompanying goods

3.1. The Seller must deliver goods to the Buyer in the quantity, quality and on the date stated in the purchase contract. Unless otherwise stated in the contract, the Seller must provide the Buyer with all the documents necessary for accepting and purchasing the goods at the time of payment of the purchase price.

3.2. The usual delivery period for standard products is less than 1 week from the order confirmation or from the payment credited to the Seller's account in case of advance payments. In case of delivery of a larger scale or non-standard product which requires prior product development, individual adjustment or change in design or operation, the delivery period is agreed in the Purchase Contract. If the delivery deadline cannot be met for technical reasons, the customer shall be immediately informed by phone or e-mail.

3.3. The delivery period begins as follows: for payment on delivery or bank transfers at the time of the order. For other methods of payment the delivery period starts once the payment is credited to the account of the Seller or cash payment is completed.

4. Prices and payment terms

4.1. The initial price is either governed by the current price list of DOBRÁ AGENTURA, s.r.o., or in case of price bids by the price quotation in the bid. The Seller reserves the right to change the price of goods. If the price of the supplied goods increases compared to the order, the Seller shall promptly inform the customer who can either accept or reject the increased prices.

4.2. For small orders and customer specific productions, the prices are determined by individual calculations. The standard payment period is 10 days. A payment in cash or in advance is required for new customers or irregular orders, or for customers with repeatedly delayed invoice payments. For orders delivered in the mail as parcels, payment on delivery is the method of payment. Regular customers who are approved for transfer payments have a set price limit for payments using invoices. The limit is determined by the specific turnover of business between the customer and DOBRÁ AGENTURA, s.r.o

4.3. If the Buyer fails to make the advance payment by the date stated on the invoice, the Seller is not considered late with delivery of goods and the Buyer is not entitled to insist on delivery of the ordered goods. The delivery period delay is equal to the delay of payment by the Buyer.

4.4. Surcharges to the basic price:

Fast delivery requirement: + 10% of the regular price without VAT.

Extended due payment period longer than 10 days: under 30 days +1%, over 30 days + 3% for every 30 days, for every 30 days over the regular payment period of 10 days.

4.5. Unless otherwise agreed in the purchase contract or when the goods are not personally picked up, the cost of transportation and/or postage and handling fees are charged according to the valid price list.

4.6. The Buyer is obligated to pay the purchase price for the goods, normally within 10 days from the invoice date. The payment for goods is not linked to other business processes or installation by the Buyer. Unless specific payment terms are agreed in advance with DOBRÁ AGENTURA, s.r.o the Buyer is obligated to meet the deadline for payment stated in the invoice.

5. Quality of products

5.1. The Seller commits to deliver the goods to the Buyer at the quality agreed or declared in the technical specifications (technical specifications are the properties and parameters described by the Seller in the brochures, catalogs and other documents provided to the Buyer, or provided to other customers), or according to the technical standards of the supplied goods.

5.2. DOBRÁ AGENTURA, s.r.o must provide a declaration of conformity to the Buyer upon request for all goods that require such declaration under the valid legislation (Act. No. 22/1997 of the Col.).

6. Warranty period and claims

6.1. Warranty terms and conditions are governed by the Complaints Procedure of DOBRÁ AGENTURA, s.r.o

7. Place of performance, delivery of goods, acquisition of ownership rights

7.1. The place of performance is DOBRÁ AGENTURA, s.r.o, unless otherwise stated in the purchase contract. The transfer of the risk of damage to the goods onto the Buyer (Business Code, § 368, paragraph 2) begins when the Seller allows the Buyer to handle the goods. If a different method of transportation is agreed in the purchase contract, the risk is transferred to the first commercial carrier at the time of the goods dispatch. The title to the goods is passed to the Buyer only upon receipt of the full payment of the purchase price.

8. Use of trade names and trademarks

8.1. Further sale of goods bearing the trade names of the Seller and manufacturer and any trademarks of the Seller and manufacturer of goods supplied by the seller, is possible, provided that such markings have not been changed or modified. The Buyer can add his own markings (label) to the above mentioned trade names and trademarks as long as the original trade names and trademarks are not damaged or otherwise tampered with.

8.2. The Buyer agrees not to use the trade names, symbols, abbreviations or trademarks and their imitations in advertising and promotion.

8.3. Use of the Seller's and manufacturer's trade names and trademarks by the Buyer that is in conflict with the contract or for purposes not included in the contract is not allowed without a prior written consent of the Seller. The Buyer shall not use imitations of the above mentioned trade names and trademarks. Any unauthorized use will be considered a violation of the Seller's legal rights and the Buyer will be required to pay a contractual penalty of CZK 200,000, - for each individual case of infringement. Should the violation of this provision concern trade names or trademarks the Seller will be entitled to a compensation for loss of revenue on top of the contractual penalty.

9. Validity of Terms and Conditions and of the purchase contract

9.1. Acceptors of GTC and the purchase contract parties are bound by the terms and conditions of the contract. If the Buyer withdraws from the purchase contract or from a confirmed order as described in the paragraph 1. of these GTC, the Buyer will be required to compensate the Seller for the cost of the contract development and pay a contractual penalty of 20% of the agreed purchase price. The rules for withdrawing from the purchase contract concluded via our e-shop are addressed in paragraph 12. of these GTC.

10. Payment for supplied goods

10.1. If the purchase price is paid by payment of an invoice payment, the purchase price is due on the date specified on the invoice. The invoice must contain: number of the invoice, date of issue, payment due date, name of the bank and the account number used by DOBRÁ AGENTURA, s.r.o, trade name of the Buyer and the Seller and their registration and VAT numbers in addition to all the information connected to the price required by law. Unless otherwise agreed, the payment due date of an invoice is 10 days from the date of invoice. The invoice is issued by the Seller at the time of delivery of goods under the paragraph 3. of these GTC.

10.2. The Buyer is delayed with the payment of the purchase price if it was not in full credited to the Seller on the invoice due date. In this case the Seller is entitled to a late surcharge in the maximum amount described in the Commercial Code, unless otherwise agreed in the purchase contract. This does not affect the right for compensation of interest.

10.3. For deliveries using payment on delivery or commercial parcels, the Buyer pays the price of goods including the handling fee in accordance with the valid price list.

10.4. Orders for which the Seller requests cash payment for reasons described in paragraph 4. of these GTC, the payment is made in the full amount of the purchase price upon receipt of goods, by a payment of pro-forma invoice or by payment on delivery.

11. Transfer of the risk of damage to the goods

11.1. The Buyer is required to inspect the delivered goods and if necessary file a complaint within 3 days of the transfer of the risk of damage to the goods.

11.2. If the Buyer does not inspect or does not arrange for an inspection of goods immediately after receipt, no compensation for later damage during use can be requested if defects could have been detected during the initial inspection. The Buyer is required to pay the purchase price even if defects are identified during the initial inspection of goods.

11.3. In case of hidden defects not detected during the initial inspection within the first 3 days, the eligibility of claims will be confirmed after technical review conducted by the technician of the Seller or manufacturer. If the Buyer and the Seller mutually agree, the Seller can immediately exchange the defective goods and begin the warranty procedure - assessment of defects.

11.4. In case of a justified warranty complaint, replacement of defective goods will take place or a credit note will be issued, unless the goods were replaced prior.

12. Warranty period

12.1. When the contract is signed, the Seller becomes responsible for the quality of goods and their performance in accordance with the contract for the duration of the warranty period. The warranty period commences on the day of receipt of the goods from DOBRÁ AGENTURA, s.r.o. The Buyer is required to notify the Seller of any quality defects within the time period described in the Commercial Code. The liability for defects, as well as warranty claims for defective goods are governed by the provisions of the Commercial Code. All conditions for warranties and claims are described in the Complaints Procedure DOBRÁ AGENTURA, s.r.o.

12.2. When purchasing via e-Shop, the Buyer has the right to withdraw from the contract without providing reasons without penalty within 14 days from receipt of the goods and request reimbursement under the following conditions:

- Customer sends an e-mail to the Seller with the request to withdraw from the contract and demand a refund of the purchase price.

- Customer delivers the purchased goods back to the address of the Seller, DOBRÁ AGENTURA, s.r.o, Krahulčí 2016 / 9, 193 00 Prague 9 (returned goods cannot be sent using Cash-on-delivery)

- The goods are returned completely with accessories, warranty card, instruction manual, in the original packaging with no signs of damage or use, with receipt as a proof of purchase.

Once all these conditions are met, the purchase price of goods will be returned to the customer via a money order or transferred into the bank account within 10 days of receipt of the goods, but no later than 30 days from the date of receipt of request for withdrawal and upon meeting the above conditions for reimbursement.

If the customer fails to comply with any of the above conditions, the request for withdrawal from the contract will not be accepted and the goods will be returned to the customer's address.

12.3. The Buyer is not entitled to withdraw from the contract pursuant to paragraph 12.2. if :

- services and their performance started with the Buyer's consent prior to the expiry of the 14 day-period from acceptance of performance

- the price of supplied goods or services depends on fluctuations of the financial market independent on the will of the customer

- the supplied goods are tailored according to the Buyer's request or for the Buyer

- the supplied computer programs' original packaging has been broken

13. Final provisions

13.1. The Buyer is obligated to inform the Seller of the intention to export the purchased goods and respect the territorial export limits set by the Seller.

13.2. Force majeure clause. In case of flood, fire, labor conflicts (strikes), riots and official actions that could cause delays or prevent the delivery of goods, the Seller is not bound to any reimbursement even if it is a delay in delivery or non-delivery penalty set in the purchase agreement.

13.3. Any dispute between the Buyer and the Seller concerning the performance of the contract signed in accordance with the GTC shall be settled by the court with a territorial jurisdiction of DOBRÁ AGENTURA, s.r.o and in accordance with laws of the Czech Republic.

13.4. These GTC and the Complaints procedure as an integral part of it come into effect on the 1st January 2012.

13.5. The company DOBRÁ AGENTURA, s.r.o reserves the right to change the General Terms and Conditions (GTC) without a prior notice.

13.6. The GTC come into effect on the first day of signing of the purchase contract by the Buyer. By signing, the Buyer confirms the agreement with the General Terms and Conditions and Complaints Procedure of DOBRÁ AGENTURA, s.r.o in accordance with paragraph 1. of the GTC. If the GTC is sent with the 1st purchase agreement via a commercial carrier, the text and individual provisions of the General Terms and Conditions are considered agreed upon unless the Buyer refuses them in writing within the first 3 working days.

13.7. The General Terms and Conditions and Complaints Procedure are posted at the headquarters of DOBRÁ AGENTURA, s.r.o and currently available on the Internet <http://www.dobraagenturazk.cz>. Upon request, the Seller has the obligation to send the GTC to the Buyer by fax, e-mail or post.

Miroslava Pohanková
Director

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