

General Delivery and Payment Terms and Conditions of the Company STAVOBLOCK, s.r.o., Company Reg. No.: 037 37 446, with registered office in Polička, Lezník č.p. 133, okres Svitavy, Post Code 572 01, registered in the Commercial Register administered by the Regional Court in Hradec Králové, section C, file no. 34388 (hereinafter as the "Seller").

1. Scope of Application

These General Delivery and Payments Terms and Conditions (hereinafter as the "TCs") shall govern the mutual rights and obligations of the Seller, Buyer and Carrier, if applicable, in connection with the supply of Goods sold by the Seller to the Buyer and in connection with related services provided by the Seller and they shall be binding on any business relations between the Seller and Buyer, or Carrier, if applicable. Any divergent provisions made by the Parties shall prevail over the provisions contained in these TCs only if agreed in writing.

2. Subject of Delivery

1. The subject of delivery shall include Goods from the Seller's regular range of products and Goods made to order (marked with the letter "Z" in the Seller's price list), i.e. products under the trade names Stavoblock, Novabrik and Tri-lock, including accessories thereof. The subject of delivery may also include transport of the Goods.
2. The range of the Goods delivered is listed in the Seller's applicable price list or specified in an individual quotation. The rendition and depiction of the Goods in any business documentation is for informative purposes only and the documents shall not be considered to be models or samples.

3. Order and Contract Conclusion

1. The contractual relationship between the Seller and the Buyer shall be implemented based on individual purchase contracts which are deemed concluded when the Seller confirms the order to the Buyer or when delivery of the Goods is received pursuant to sec. 2 of these TCs.
2. Unless explicitly agreed otherwise, no Seller's quotation sent to the Buyer shall be binding.
3. The individual purchase contracts are concluded based on the Buyer's written (i.e. sent by e-mail) orders. A quotation made by the Seller may be used as a basis for processing the Buyer's order. Without the Buyer's power of attorney, drivers shall not accept or hand over any orders.
4. As a minimum requirement, orders shall include the following information:
 - Company name and the Buyer's registered office, including telephone number and e-mail; when the Buyer is a natural person - name and surname, address and place of business; Buyer's company reg. no. and tax reg. no.,
 - person authorized to act in the given matter on behalf of the Buyer,
 - quantity and range of the Goods ordered
 - delivery terms (place and date of delivery of the Goods),
 - transport requirement,
 - method of payment for the Goods,
 - name of the Buyer's employee authorized to take delivery of the Goods ordered
 - any other specific requirements of the Buyer for the subject of delivery.
5. A purchase contract is deemed concluded once the Seller confirms the Buyer's order in writing (i.e. by e-mail). If the Seller fails to confirm the order in writing and the Goods ordered by the Buyer are delivered to the Buyer, the date of delivery of the Goods to the Buyer shall be deemed the date of conclusion of the contract.
6. The Buyer shall be obliged to provide any delivery specifications concerning the date of delivery, method of unloading or carrier change to the Seller's dispatch department no later than 2 working days before the agreed date of delivery of the Goods. Should such specifications be provided or changed by the Buyer after the above time limit, the Buyer shall be obliged to pay to the Seller a handling fee equalling CZK 500.- + VAT (€ 20.- + VAT). If order specifications are provided or changed over the phone, the Buyer shall provide the quantity of the Goods and their codes; the Buyer shall also be obliged to confirm such specifications or changes by e-mail within 2 days, otherwise the specifications or changes will not be taken into account.
7. Should the Buyer wish to specify the colour, type of surface or quantity of the Goods delivered contrary to the order, the Buyer shall notify the Seller's dispatch department thereof no later than 28 working days before the agreed date of delivery of the Goods. Such a change shall be made in writing - by e-mail - and needs to be agreed by both Parties. Otherwise the specifications or changes will not be taken into account.
8. Any requirements for the Goods delivery during days of rest shall be delivered to the Seller's dispatch department no later than 48 hours in advance.
9. Deliveries exercised in due time (according to the above art. 6, 7 and 8) and confirmed shall be given priority during dispatch.

4. Delivery of the Goods

1. When the Goods are collected by the Buyer personally, or by persons authorized by the Buyer, including the Buyer's carrier, the Goods shall be deemed delivered when the Seller makes the Goods available to the Buyer in the Seller's dispatch warehouse. This is also the place where the Goods shall be received by the Buyer, or a person authorized by the Buyer. Outside the Seller's business hours, the Seller shall release the Goods from the production plant's warehouse only after prior agreement between the Seller and the Buyer and at an agreed supplementary charge (fee).
2. If the Buyer collects the Goods personally or through its carriers it shall be obliged to provide the vehicle drivers with an appropriate and valid power of attorney to collect the Goods.
3. On the Seller's premises, vehicle drivers shall be obliged to comply with general traffic rules, the Seller's traffic code applicable within the manufacturing plant and instructions of the Seller's staff.
4. If the Seller arranges transport of the Goods for the Buyer:
 - a) The specification of the place where the Goods are to be unloaded and received by the Buyer shall be absolutely clear and accurate. If the communications system is difficult or if administrative authorities have defined specific access routes or entrances to the site, the Buyer shall notify the Seller thereof in advance and in a demonstrable manner,
 - b) The Buyer shall be obliged to make sure that the place of unloading and receipt of the Goods is suitable and fit for unloading of the Goods delivered and for operation with the Seller's or its carrier's vehicle. If this obligation is not fulfilled, the Buyer shall bear the increased costs connected with preventing the delivery or unloading. The Buyer shall be obliged to ensure appropriate conditions for trouble-free unloading of the Goods, i.e. particularly to ensure safe access up to the place of unloading, practicability and accessibility of access roads for safe unloading of the Goods, necessary road and pavement closures, necessary safety measures on site, permission to enter for the Seller's vehicles in case of traffic restrictions, as well as making sure that access roads and the place of unloading are lit and kept tidy. If necessary, the Buyer shall ensure that the vehicle is given a wash directly on site so as to prevent contamination of public roads. Should the Buyer breach this obligation, the Buyer shall be obliged, at its own expense, to clean any public areas and roads which have been contaminated as a result of the breach.
 - c) The Buyer shall be obliged to ensure that the delivery of Goods is taken by an authorized worker or by the Buyer personally at the place of unloading of the Goods,
 - d) it shall specify the exact date of delivery of the Goods and notify the Buyer thereof no more than 10 days in advance. At least 5 days before such date of delivery of the Goods, the Buyer shall be obliged to ensure and confirm to the Seller that the place of unloading of the Goods is ready and that the delivery of the Goods will be taken by the Buyer (i.e. particularly that the conditions stipulated in points a) to c) have been met). Should the Buyer fail to ensure or confirm to the Seller within such time limit that the place of unloading of the Goods is fully ready and that the delivery of the Goods will be taken, the Seller shall be entitled to store the Goods on the Seller's premises and send a written request to the Buyer to collect the Goods on the Seller's premises. In such a case, the Goods shall be deemed delivered when the written request to collect the Goods on the Seller's premises is delivered by the Seller to the Buyer.
5. Upon receipt of the Goods, the Buyer or a person authorized by the Buyer shall check whether the data on the delivery note correspond with the concluded contract (confirmed order) and shall carry out a visual inspection of the Goods properties (completeness, entirety and quality of the Goods delivered).
6. As a minimum requirement, delivery notes shall contain the following information:
 - a) exact name and address of the Seller,
 - b) exact name and address of the Buyer,
 - c) delivery note number and date,
 - d) binding order number and date,
 - e) company registration number and tax registration number of both the Seller and Buyer,
 - f) name of the Goods, their quantities and codes,
 - g) means of transport,
 - h) licence plate number of the vehicle used to deliver the Goods,
 - i) stamp and signature of the person releasing the Goods,
 - j) name and surname of the person taking delivery of the Goods – in block capitals, stamp and signature of the person taking delivery of the Goods.
7. The Buyer or a person authorized by the Buyer shall confirm the receipt of the Goods on the delivery note. Any discrepancies concerning the Goods delivered shall be noted on the delivery note by the Buyer (or a worker authorized by the Buyer) in the presence of the Seller or a person authorized by the Seller. When the delivery note is confirmed by the Buyer or a person authorized by the Buyer, the Buyer confirms that the Goods delivered are complete and of the agreed quality and the risk of damage to the Goods is passed to the Buyer unless it was passed to the Buyer earlier under a contract or legal regulation.
8. The delivery note - the original and two copies - shall be prepared by the Seller.

- a. When delivery of the Goods is arranged by the Seller, one copy of the delivery note confirmed by the driver after the Goods are loaded shall be retained in the Seller's dispatch warehouse. The original delivery note and the other copy thereof shall accompany the delivery. When the required information about the Buyer is filled in, the driver shall give the other copy of the delivery note to the Buyer. When the receipt of the Goods is completed, the original delivery note confirmed by the Buyer or a person authorized by the Buyer shall be returned to the Seller.
 - b. When the Goods are collected by the Buyer personally or by persons authorized by the Buyer, or when the Buyer arranges delivery of the Goods itself, the Buyer or a person authorized by the Buyer shall confirm receipt of the Goods on the original delivery note at the place of the Goods receipt. One copy of the delivery note and the original delivery note confirmed by the Buyer or a person authorized by the Buyer shall be retained by the Seller. The other copy of the delivery note shall be retained by the Buyer (or a person authorized by the Buyer).
9. The delivery dates specified by the Seller are only approximate and shall not be binding on the Seller, unless expressly agreed otherwise.
 10. The Seller shall be entitled to make partial deliveries of the Goods and the Buyer shall be obliged to pay the price of the Goods so delivered.
 11. The agreed date of delivery of the Goods shall be extended by the time during which the Buyer is in default of fulfilment of any of its obligations arising from the contract, these TCs or legal regulations.
 12. Should the Buyer be in default in providing information and/or permission necessary for proper fulfilment of the Seller's obligations arising from the concluded contract, the date of delivery shall be extended by a time specified by the Seller upon consultation with the Buyer. The Seller shall specify a new (extended) date of delivery after it receives the required information and/or permission from the Seller.
 13. The Seller shall be entitled to refuse delivery of the Goods to the Buyer if circumstances arise after the conclusion of the contract which might prevent the Buyer from meeting its obligation to pay the purchase price to the Seller in a proper and timely manner, while such refusal shall last until the Buyer pays the purchase price of the Goods to the Seller in advance or until the Buyer's obligation to pay the purchase price is sufficiently secured, and the delivery term shall be extended by this time + 28 working days. The agreed delivery date shall also be extended by this time.
 14. Should the Buyer be in default of taking delivery of the Goods, the Seller shall be entitled to request the Buyer to pay a storage fee equalling CZK 500.- + VAT/pallet (€20.- + VAT / pallet) for each commenced day of delay in receipt of the Goods.

5. Delivery Date

1. Deliveries of Goods from the Seller's regular range of products pursuant to sec. 2 hereof shall be dispatched within 28 working days from the date the deposit is paid.
2. Deliveries of the Seller's Goods made to order pursuant to sec. 2 hereof shall be dispatched within individually agreed dates provided that the deposit is paid in full.

6. Quality of the Delivery

1. Products are made in accordance with the agreed company standards PN no.1, PN no.1.1. Term for concrete and perlite-concrete products.
2. The product quality is checked based on a contract on inspection activities by the company STAVCERT Praha, spol. s r.o. – authorized body AO 205, and by TAZUS Praha – authorized body AO 204. Product samples are taken directly in the manufacturing plant. The Seller shall not be responsible for deterioration of quality especially in case of improper handling by the Buyer when taking delivery of the Goods, if incomplete or incorrect information is provided by the Buyer when ordering the product, in case the properties deteriorate during transport if the Goods were collected by the Buyer personally or by carriers arranged by the Buyer.
3. The entire manufacturing process in connection with the Goods shall be managed and supervised in accordance with ISO 9001 certification. The certification was awarded by LL-C (Certification) Czech Republic s.r.o., certification body for management systems. Since the time the Czech Republic acceded to the European Community, there has been gradual transition to quality assessment of products and attestation of their conformity with requirements in accordance with accepted European standards. Products which are subject to harmonized European standards bear the CE mark and have been issued with EC – Declaration of Performance in accordance with Regulation (EU) no. 305/2011 of the European Parliament and of the Council. Products for which no European standards have been approved shall be produced based on the relevant technical construction certification. In relation to such products, the Seller shall release the company standard and Declaration of conformity in accordance with Government Regulation no. 163/2002 Coll., as amended by Government Regulation no. 312/2005 Coll.

7. Price and Payment Terms

1. All prices for the deliveries of the Goods and freight charges shall be agreed between the Seller and the Buyer according to the Seller's price list valid as on the date of delivery of the Buyer's order to the Seller, or based on an individual quotation.
2. The prices are based on and fixed according to applicable cost prices and production costs. The price may be unilaterally changed by the Seller should the production costs increase, especially as a result of increased prices of the input material and energy during the period from the conclusion of the contract to the date of delivery of the Goods. The Seller shall inform the Buyer about an increase in the purchase price without undue delay.
3. If according to par. 2 hereof the total price increases by more than 20%, the Buyer shall be entitled to withdraw from the contract within 10 days from the date the Buyer was informed about the increased purchase price by the Seller. Such withdrawal shall be made in writing and delivered to the Seller. Otherwise the Buyer shall be deemed to agree with the increased price.
4. The price of the Goods shall include palletization, packaging and loading onto a vehicle, as well as non-returnable pallets, if any. Returnable packaging and other items used to secure the Goods during transport and storage are not included in the price of the Goods and they shall be charged to the Buyer separately according to sec. 12, par. 2 hereof.
5. The Buyer (or a person authorized by the Buyer) shall pay the purchase price for the Goods from the regular range of products to the Seller as follows:
 - a) When the order is signed - a deposit of at least 50% of the value of the Goods, either in cash or by credit transfer.
 - b) The remaining price of the Goods and transport or storage costs shall be paid before the Goods are delivered, based on a pro-forma invoice issued by the Seller to the Buyer, while in such a case the Seller shall not be obliged to deliver the Goods to the Buyer before the Buyer pays the pro-forma invoice in a proper manner to the Seller. The Buyer shall make the payment either in cash or by credit transfer. Should the Buyer be in default of payment of the pro-forma invoice, the date of delivery of the Goods shall be extended by the duration of the Buyer's default + 28 working days. Should the Buyer be in default of payment of the pro-forma invoice by more than 21 calendar days of the invoice due date, the Seller shall be entitled to withdraw from the concluded purchase contract. Withdrawal from the contract shall be without prejudice to the Seller's claim for damages and the contractual penalty the Seller is entitled to be paid.
6. The Buyer (or a person authorized by the Buyer) shall pay the purchase price for the Goods made to order as follows:
 - a) Upon conclusion of the purchase contract at least 70% of the value of the delivery, based on a pro-forma invoice issued by the Seller to the Buyer, while in such a case the Seller shall not be obliged to start production of the Goods for the Buyer before the Buyer pays the pro-forma invoice in a proper manner to the Seller. Should the Buyer be in default of payment of the pro-forma invoice, the date of delivery of the Goods shall be extended by the duration of the Buyer's default + the agreed delivery term. Should the Buyer be in default of payment of the pro-forma invoice by more than 21 days of the invoice due date, the Seller shall be entitled to withdraw from the concluded purchase contract. Withdrawal from the contract shall be without prejudice to the Seller's claim for damages and the contractual penalty the Seller is entitled to be paid.
 - b) 2 days before dispatch (delivery) of the order, the remaining value of the order shall be paid in full, including transport or unloading, based on an invoice issued by the Seller to the Buyer, while in this case the Seller shall not be obliged to deliver the Goods to the Buyer before the Buyer pays the invoice to the Seller in a proper manner. Should the Buyer be in default of payment of the invoice, the date of delivery of the Goods shall be extended by the duration of the Buyer's default. Should the Buyer be in default of payment of the invoice by more than 10 days of the invoice due date, the Seller shall be entitled to withdraw from the concluded purchase contract while the deposit shall not be returned to the Buyer. Withdrawal from the contract shall be without prejudice to the Seller's entitlement to receive the outstanding amount, damages and contractual penalty the Seller is entitled to.
7. The invoice (pro-forma invoice) due date shall be 5 days of the invoice date unless otherwise agreed between the Buyer and the Seller.
8. In case of partial deliveries of the Goods (see sec. 4, par. 11, above), the supplier shall be obliged to require payment of the price of the Goods so delivered individually.
9. If the Seller arranges transport of the Goods for the Buyer, the Buyer shall be obliged to pay to the Seller the freight and any other costs reasonably incurred in connection with the transport of the Goods, including the cost of unloading the Goods.
10. Should the Buyer be in default of payment of its previous outstanding liabilities, the Seller shall be entitled to refuse delivery of the Goods until the Buyer has paid such previous outstanding liabilities to the Seller and until the Buyer has paid the purchase price of the Goods to the Seller in advance or until the Buyer's obligation to pay the purchase price has been sufficiently secured. If necessary, the Seller shall be entitled to withdraw from the contract.
11. Any complaints concerning defects in the Goods shall not entitle the Buyer to suspend payments for products and services.

8. Technical Requirements

1. Products delivered by the Seller (see sec. 2 of the TCs) are in compliance with requirements of Act no. 22/1997 Coll., on technical requirements for products, Government Regulation no. 163/2002 Coll. and related regulations.
2. Within the meaning of Act no. 22/1997 Coll., on technical requirements for products, the Seller has issued Declaration of Conformity and EC - Declaration of Performance for products launched on the market in accordance with Regulation (EU) no. 305/2011 of the European Parliament and of the Council. The declarations are available for inspection upon request at the Seller's outlets, from the head of the sales department and on the company's website – www.stavoblock.cz.

9. Warranty, Liability for Defects, Complaints

1. In connection with products specified in sec. 2 hereof and in connection with any other products not specified herein but related to the delivery, the Seller shall provide a warranty to the Buyer the length of which is prescribed by law unless otherwise agreed in writing.
2. Defects which can be found during receipt of the Goods when professional care is taken (so called apparent defects) shall mean particularly non-compliance with applicable standards, documentation, manufacturing conditions and processes, dimensions, quantity and completeness of delivery. The Buyer shall be obliged to notify the Seller of such defects in writing upon receipt of the Goods.
3. The Buyer shall notify the Seller of any defects in writing (to lodge a complaint), providing a description of the defect, place of occurrence and manifestation of the defect. Unless otherwise agreed, the place of complaint registration shall be the Seller's registered office.
4. If a complaint is made in a proper and timely manner and is justified, the Buyer shall be entitled to have the defect eliminated if possible and/or to get a discount off the purchase price if the defect does not prevent the Buyer from using the product for its original purpose. The Buyer shall also be entitled to get a discount off the contractual price in case of a defect which cannot be eliminated but does not prevent proper use of the product. The discount shall be specified according to the extent of the defects found. If the defect cannot be eliminated and prevents the Buyer from using the product properly, the Buyer shall be entitled to a replacement product.
5. The warranty shall not apply to defects which occur as a result of improper use of the products and improper handling, defects caused by the Buyer or a third party, defects which occur as a result of non-compliance with technological and installation regulations and manuals specified by the Seller and to products which can be proved to have been defective prior to their assembly.
6. The products are made of natural materials and any colour differences in terms of their shade or luitance shall not be deemed to be a defect in the product. Disintegration, disruption of shape or exposed surface of the product shall not be deemed a defect in the product if such damage does not exceed the tolerances specified by company standards for the products in question.
7. In case of a complaint which is not justified and accepted, the Seller shall be entitled to require the Buyer to pay the costs incurred by the Seller in connection with processing the complaint.

10. Withdrawal from the Contract, Compensation

1. The Buyer shall be entitled to withdraw from the contract in writing and if the written notice of withdrawal is delivered to the Seller. Seller is legitimate to ask payment compensation of Buyer:
 - The regular range of products:
 - a) more than 2 months before the agreed date of delivery, the Buyer shall be obliged to pay to the Seller compensation equalling 25% of the total value of the purchase price,
 - b) 2 months or less before the agreed date of delivery, the Buyer shall be obliged to pay to the Seller compensation equalling 50% of the total value of the purchase price, or 70% in case of custom-made Goods.

In case of withdrawal from the contract within 2 working days before the agreed date of delivery of the Goods, the Buyer shall also be obliged to pay to the Seller the costs of loading and unloading the Goods which were to be delivered to the Buyer.

- The range of an individual quotation:
 - c) more than 2 months before the agreed date of delivery, the Buyer shall be obliged to pay to the Seller compensation equalling 70% of the total value of the purchase price,
 - d) 2 months or less before the agreed date of delivery, the Buyer shall be obliged to pay to the Seller compensation equalling 100% of the total value of the purchase price.

In case of withdrawal from the contract within 2 working days before the agreed date of delivery of the Goods, the Buyer shall also be obliged to pay to the Seller the costs of loading and unloading the Goods which were to be delivered to the Buyer.

2. The compensation shall be payable within 7 days of the date the written notice of withdrawal is delivered to the Seller.
3. The Buyer shall not be entitled to withdraw from the purchase contract according to this section if the Buyer has paid the purchase price, or a part thereof, to the Seller or if the Buyer has accepted any fulfilment, albeit partial, not even if compensation is offered.

11. Repurchase of Products

1. The Seller shall not be legally obliged to repurchase the Goods it has supplied. No legal claim exists for the Seller to repurchase the Goods.
2. Repurchase of the Goods by the Seller shall be subject to the Seller's approval. The Seller's approval with repurchase of the Goods shall be given by the head of the Seller's sales department.
3. The subject of repurchase shall only include the Seller's products wrapped in original undamaged packaging in relation to which the Buyer can prove that the Goods were bought from the Seller.
4. Repurchase of the Goods shall be implemented at the Seller's manufacturing plant in the presence of the head of the Seller's sales department or a worker authorized by him/her and in the presence of a worker from the Seller's dispatch department.
5. The Seller shall charge a lump-sum administration fee for repurchase of the Goods and the costs connected therewith equalling CZK 500.- + VAT (€20.- + VAT).
6. The purchase price of the repurchased Goods shall equal 50% of their original purchase price specified on the invoice issued by the Seller and it shall be reduced by the lump-sum administration fee equalling CZK 500.- + VAT (€20.- + VAT), see par. 5 above.
7. The purchase price of the repurchased Goods shall be paid to the Buyer by credit transfer within 21 days of the date when the Seller receives the repurchased products from the Buyer based on the concluded agreement.

12. Returnable Packaging

1. The Seller shall deliver the Goods mainly on non-returnable pallets and in non-returnable packaging.
2. Returnable packaging shall be understood to be pallets or packaging specified as such by the Seller on the delivery note or invoice.
3. The purchase price of returnable pallets, or other returnable packaging, is specified in the Seller's price list valid as on the date of delivery of the Goods to the Buyer. The price of the pallets, or other returnable packaging, shall be charged to the Buyer together with the purchase price of the Goods under the conditions stipulated in sec. 7 hereof, and it shall be reduced by depreciation of the packaging at the amount of 30% of their price.
4. The Buyer may only return returnable pallets or other returnable packaging to the Seller if they are not damaged and no later than within 3 months of their delivery. The Seller shall issue a credit note to the Buyer for the payment of the purchase price. When returning returnable pallets, the Buyer shall be obliged to provide a proof of receipt of the returnable packaging, i.e. delivery note or invoice pertaining to the returnable packaging. The Seller may reject returnable pallets or other returnable packaging returned by the Buyer to the Seller if they do not have the same technical properties, such as dimensions, load bearing capacity, board pitch etc.
5. Upon expiry of the time limit stipulated in par. 3 hereof, the Seller shall not be obliged to take back the specified returnable packaging from the Buyer nor to purchase them at the price stipulated in sec. 3 hereof. The same shall apply if returnable packaging offered for re-purchase is damaged beyond regular wear.
6. The Seller shall not take back non-returnable pallets and non-returnable packaging.

13. Final Provisions

1. The Buyer's rights under these TCs shall not be transferrable. Without the Seller's prior written consent, the Buyer shall not be entitled to assign its receivables from the Seller to a third party.
2. Any matters not provided for herein or in a contract concluded between the Buyer and the Seller shall be governed by the Civil Code, Act no. 89/2012 Coll.
3. This contractual relationship shall be exclusively subject to Czech law, while the UN Convention on International Sale of Goods shall be excluded, even if the Buyer has its registered office or domicile abroad.
4. These TCs shall come into effect on 24. 3. 2017 and shall fully supersede any previous TCs.

STAVOBLOCK, s.r.o.
Ing. Zdeněk Křivinka
Executive director of the Company