

## General Terms & Conditions

Alu Roofing s.r.o.

### I. DEFINITIONS

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Goods" means the articles to be supplied to the Buyer by the Seller
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable
4. "Seller" means Alu Roofing s.r.o., Václavské náměstí 808/66, Nové Město, Praha 1, 110 00, Česká Republika (Wenceslas Square 808/66, Prague 1, Czech Republic)

### II. GENERAL

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### III. PRICE AND PAYMENT

1. All prices are quoted as net prices and do not include value added tax, which is to be paid additionally by the Customer in the amount specified by applicable law. The price shall be the Recommended Retail Price, unless otherwise agreed in writing between the parties. The price is exclusive of any other applicable costs. Due to the fact, that the company is registered in the Czech Republic 21% VAT is applied.
2. The prices hereunder set forth are quoted in pounds sterling (GBP), which will be the invoicing and payment currency.
3. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
4. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within 14 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
5. The Seller shall be entitled to charge interest of 0,2% from selling price on overdue invoices from the date when payment becomes due from day to day until the date of payment.
6. The Seller is entitled to withdraw from the contract made with the customer in the following cases: Goods are not produced or delivered anymore or there was a significant price change of the Goods made by supplier, respectively the Seller is not possible to deliver goods from the supplier at the Seller originally reported price, as well as in the case of apparent error in the price of Goods (e.g. prices obviously different than the usual price for this type of commodity). In the case that this happens, the Seller will immediately contact the Buyer to agree on further action. In the case that the Buyer has paid part or the whole amount of the purchase price, this amount will be transferred back to Buyer account or address as soon as possible and within 10 working days, but no later than 30 days after the cancellation of the order by the Seller.
7. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  - I. require payment in advance of delivery in relation to any Goods not previously delivered;
  - II. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

#### **IV. DESCRIPTION**

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

#### **V. SAMPLE**

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

#### **VI. DELIVERY**

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. Standard delivery time is 3-5 working days, unless specified different.
3. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
4. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 2 days of signed receipt to enable replacement or refund.

#### **VII. RISK**

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

#### **VIII. RETENTION OF TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

#### **IX. RETURN OF UNUSED GOODS**

1. Any returns must be authorised by a representative of the Seller before any credit will be given.
2. Where the Seller agrees to accept the return of Goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any Goods that are damaged in any way. The Seller will only accept returns that appear in the Sellers current Price List.

#### **X. WARRANTY**

1. The goods claimed to be defective shall be returned to Seller for examination in their original or equivalent packaging. The Seller shall remedy defects if the warranty claim is valid and within the warranty period. It is at Seller's discretion whether Seller remedies the defect by repair or replacement. The Seller shall only bear the costs necessary to remedy the defect.
2. The Seller shall be entitled to refuse to remedy defects in accordance with Seller's statutory rights. The Seller may refuse to remedy defects if the Buyer has not complied with Seller's request to return the goods claimed to be defective.
3. The Buyer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Buyer shall not be entitled to rescind the contract or to reduce the contract price, unless the Buyer has previously given to the Seller twice a reasonable period to remedy the defect which the Seller has failed to observe, unless setting of such a period to remedy defects is dispensable. In the event of rescission, the Buyer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods as well as for failure to derive benefits from the goods.
4. Any warranty shall be void if installation, operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in

accordance with the original product specifications by the Seller, unless the Buyer can show that the defect in question resulted from another cause.

5. The Seller provides a minimum 2 year warranty for all the Goods. Some Goods have a longer warranty or Lifetime Warranty. Lifetime Warranty is applied to functionality of the product. The products eligible for warranty are covered under warranty, to the original owner, for the lifetime of the product. Individual warranty periods are published on the website of the Seller in section Documents.

#### **XI. LIMITATION OF LIABILITY**

3. The Seller shall not be liable for any all loss or damage caused by the Buyer in excess of the contract price.
4. Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's negligence or that of its employees or agents.

#### **XII. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

#### **XIII. FORCE MAJEURE**

"Force Majeure" shall mean any event beyond the reasonable control of the Seller such as, without limitation: acts of God, governmental decision, embargo, war or national emergency, hostilities, act of the public enemy, terrorist attacks anywhere in the world, riot, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restriction, disturbances in supplies from normally reliable sources (including without limitation electricity, water, fuel and the like), strike (either at Alu Roofing s.r.o. or its suppliers or subcontractors), lock-out and labour disturbances (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or delay from a supplier or subcontractor facing a case of force majeure as defined herein. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract. However, Force Majeure shall not prevent or delay the payment of any sum due or to be due by either Party.

#### **XIV. RELATIONSHIP OF PARTIES**

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

#### **XV. ASSIGNMENT AND SUB-CONTRACTING**

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

#### **XVI. WAIVER**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

#### **XVII. SEVERABILITY**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

#### **XVIII. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Czech Republic and the parties hereby submit to the exclusive jurisdiction of the Czech courts.