

GENERAL TERMS AND CONDITIONS

for the contractual relationship between Truhlářství ZdeNo, s.r.o. (the Seller, Supplier) and its customers (Buyers, Clients)

I. CONCLUSION OF CONTRACT

1. A contract shall only come into existence upon the Seller's written confirmation of the Buyer's order.
2. All deliveries, including future ones, are carried out exclusively under these General Terms and Conditions. The Buyer's purchase terms are excluded unless explicitly accepted by the Seller.
3. Silence on the part of the Seller in response to any (even repeated) proposals of purchase terms from the Buyer does not constitute acceptance. These General Terms and Conditions are deemed accepted by the Buyer at the latest upon receipt of goods.
4. Business customs established between the parties are part of the contract, unless in conflict with the contract's content or these General Terms and Conditions.
5. Amendments or additions to the contract must be in writing to be valid. Commitments made by commercial representatives require written confirmation by the Seller to be binding.
6. All offers by the Seller are non-binding unless explicitly declared as binding.
7. Oral or written arrangements made before the conclusion of the contract become void unless included in the contract or aligned with these terms.
8. If the Buyer fails to meet any contractual or legal obligation, the Seller may insist on performance or withdraw from the contract and sell the goods to another party. In either case, the Seller is entitled to compensation for any damages incurred.
9. Materials attached to offers serve as information only and must be returned upon the Seller's request.
10. All documentation included in the delivery remains the intellectual property of the Seller and is for the Buyer's use only. It must not be passed on to third parties without the Seller's written consent.

II. PRICES

1. Agreement on price is essential for the validity of the contract.
2. All prices are "Ex Works" unless otherwise agreed, and do not include packaging, loading, transport or insurance. VAT is added at the statutory rate.
3. Payments are deducted in the order corresponding to actual deliveries.
4. If a delivery exceeding the ordered amount is requested, the Seller may refuse or deliver later and invoice according to the price valid on the day of delivery.
5. Packaging costs are borne by the Buyer. Used packaging is returned only if expressly agreed.
6. For international deliveries, special agreements are required. The Buyer may not export the goods, even with other products or through third parties, without the Seller's consent. The Buyer must contractually ensure this obligation is met by their customers. The Buyer is liable for damages arising from any breach.
7. If prices, wages or other costs increase after confirmation, the Seller may adjust the agreed price accordingly.

III. TRANSFER OF RISK

1. Risk passes to the Buyer when the goods leave the Seller's premises or are made available to the Buyer.
2. If the Buyer delays acceptance, the risk of damage or loss passes when the Seller notifies the Buyer the goods are ready for collection/shipment.

IV. DELIVERY

1. Partial deliveries are allowed unless otherwise agreed.
2. Quantity deviations up to 5% are allowed. Only delivered goods are invoiced and payable.
3. Delivery dates refer to availability at the Seller's premises and are approximate. Breach is not considered material.
4. The Seller must confirm readiness for collection upon Buyer's request. Compliance with deadlines depends on the Buyer fulfilling their obligations.
5. Deadlines extend for unforeseen events (e.g. shortages, strikes, government action). If such events last over a month or cause production stops, the Seller may withdraw from the contract.
6. Accepted requests for changes by the Buyer extend delivery deadlines and may entail price adjustments. The Seller is not liable for defects caused by non-standard processes fulfilling the Buyer's request.

7. If the Seller delays delivery by more than a month, the Buyer may withdraw only after a further grace period (at least 14 days) expires without delivery.
8. If performance becomes impossible due to Seller's fault, the Buyer may withdraw, treating it as a non-material breach.
9. If a collection deadline lapses, the Seller is not obliged to deliver. The Buyer's reminder is not required.
10. Call-offs for partial deliveries must be scheduled evenly. If not, a three-month deadline from contract conclusion applies. Inconsistent schedules entitle the Seller to withdraw or claim damages.
11. The Buyer cannot claim damages for missed indicative delivery dates. In case of culpable delay, the Buyer may claim a contractual penalty of 0.5% per full week, max 5% of the delayed goods' value. The penalty replaces delivery of the delayed portion.
12. If the Buyer delays acceptance, the Seller may charge a contractual penalty of 0.5% of the undelivered goods' price per 10 days, in addition to claiming storage and damages.

V. WARRANTY AND LIABILITY

1. Goods must have the quality agreed upon in the contract or conform to technical standards or common quality for the product type. Deviations may be agreed with or without time limitations and reflected in price.
2. Claims concerning quantity or obvious defects must be reported within 5 calendar days of delivery unless otherwise specified in the contract.
3. If defects appear within 6 months of risk transfer, the Seller may choose to repair or replace the goods. If unsuccessful, the Buyer may request a price reduction or withdraw from the contract.
4. The Seller provides no warranty for materials supplied by the Buyer or used with their consent.

VI. SELLER'S RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Seller's obligation to deliver is conditional upon the Buyer's unquestionable solvency. If, after the contract is concluded, the Seller receives information indicating doubt about the Buyer's creditworthiness, the Seller may require advance payment or security, or demand cash payment instead of agreed terms, or withdraw from the contract and claim compensation.
2. The same applies if circumstances arise casting doubt on the Buyer's solvency, such as severe deterioration of financial conditions, suspension of payments, insolvency or liquidation proceedings, adverse changes in ownership structure, etc.
3. The Seller may also act under paragraph 1 if the Buyer pledges inventory, receivables, or goods or fails to pay invoices despite reminders.

VII. BUYER'S RIGHT TO WITHDRAW FROM THE CONTRACT

1. The Buyer may withdraw from the contract only as permitted by law.
2. If the Buyer withdraws from a concluded contract, the Seller may claim reimbursement for work done, purchased materials, and damages directly related to the contract.
3. If the Buyer paid an advance, the Seller may use it to cover these costs.
4. The Seller must duly account for claims arising from the Buyer's withdrawal.

VIII. RETENTION OF TITLE

1. The Seller retains ownership of the goods until all claims related to delivery are settled.
2. If goods are combined with other items, the Buyer assigns co-ownership rights to the Seller and stores the new item with due care.
3. The Buyer may not dispose of the goods under retention (e.g., by pledging or selling) unless agreed otherwise.
4. If sold to third parties, the Buyer must retain title and assign all claims from resale to the Seller, informing their debtors.
5. The Buyer must immediately transfer collected payments to the Seller and report third-party interference.
6. In case of default or insolvency, the Seller may reclaim the goods. This does not constitute withdrawal unless explicitly declared.
7. Costs of returning goods are borne by the Buyer. The Buyer must assist in enforcing Seller's rights.
8. The Seller may credit returned goods based on their value on return date, deducting resale costs.

IX. FORCE MAJEURE

1. If unforeseeable events at the time of contract signing hinder the Seller's performance, the deadline extends for the duration of the obstacle plus recovery time.
2. In force majeure cases (e.g. delays from suppliers, transport or production failures), the Seller may withdraw without liability.
3. The Buyer may demand a declaration from the Seller whether it will perform or withdraw. Failure to respond entitles the Buyer to withdraw. The Buyer must accept partial deliveries made before withdrawal.

X. PAYMENT TERMS

1. If not paid in advance or in cash, the Seller issues an invoice upon delivery or notification of storage.
2. Invoices must contain identification data, contract number, delivery item, account details, unit price, total, tax info, and due date.
3. The Buyer may not return invoices due to errors but must notify the Seller, who will correct them. The due date is extended accordingly.
4. Invoices are payable within 30 days unless otherwise agreed. A 2% discount applies for prepayment, 1% for cash on delivery. No discounts apply if old debts are unpaid or for payments by promissory notes.
5. Prepayments are installments, not deposits justifying withdrawal.
6. The Buyer may not withhold payments. Set-offs are allowed only with undisputed or legally enforceable claims.
7. Payment for disputed goods is suspended until the complaint is resolved.
8. If the Buyer's financial condition deteriorates or payment is overdue, the Seller may demand immediate payment of all outstanding amounts and suspend pending deliveries.
9. The Seller may withdraw after prior notice and a reasonable grace period unless the Buyer provides adequate security. Damages and costs must be reimbursed.
10. For late payments, the Seller may claim full damages, including bank interest and a 10% surcharge over the discount rate.
11. Payment is deemed completed when the amount is credited to the Seller's account or confirmed in cash. Checks and promissory notes are valid only upon bank confirmation.
12. The Buyer must fulfill payment obligations directly to the Seller or its authorized agents.
13. The Seller reserves the right to reject checks or other instruments unless expressly agreed. Costs are borne by the Buyer.

XI. FINAL PROVISIONS

1. The place of performance is the Seller's registered office.
2. Disputes shall be settled by the court having jurisdiction over the Seller's registered office. The Seller may also sue at the Buyer's place of business.
3. Invalidity of any provision does not affect the validity of the remaining provisions.
4. Buyer's rights are non-transferable without the Seller's consent.
5. Provisions of Act No. 89/2012 Coll., Civil Code, not amended by these Terms, remain applicable.