

Business and delivery terms of BESTPARKETT, s. r. o.

I

Validity

1. All our offers, supplies as well as any and all claims regardless their reason of occurrence between us and a client in connection with business cooperation are exclusively governed by the present sales and delivery terms and conditions.
2. The business conditions of a client or a third person are not binding for us unless we expressly acknowledge them. If a client or a third party delivers a form containing its business terms and conditions or reference to them, we are not obliged to follow them.
3. The present business and delivery terms and conditions are valid and binding for any and all clients till the time of publishing new business and delivery terms and conditions (in the pricelist or at www.bestparkett.com).

II

Purchase price

1. The prices of goods will be charged according to a valid pricelist.
2. The purchase price includes the price of packing.
3. The seller usually guarantees the prices for one calendar year according to the valid pricelist agreed by the contracting parties, except for the case of significant exchange rate changes and also unexpected significant changes of global prices of input raw materials.

III

Purchase orders, delivery terms

1. Deliveries will be executed by the seller according to written purchase orders delivered by e-mail (info@bestparkett.com) or by fax 0043 25 24 26 10. A purchase order must include full name of the product, the required amount in the respective units, the required delivery term, the required transport method and the agreed payment terms. If you require delivery to an address, the exact address of unloading has to be specified and as well as the person that will take over the ordered goods and the phone number of the person. The seller shall confirm the purchase order within 72 hours by fax or by e-mail, including the delivery term of the goods, the payment method and the total price. Delivery execution is understood as takeover of a supply by the buyer or by a forwarding agent arranged for by the buyer.
2. The place of supply are the seller's premises or the place of unloading according to the instructions of the buyer in the case of ensuring transport by the seller.
3. Payment for transport is not included in the price of goods and it is governed by other agreements providing for wholesale conditions.
4. Goods will be packed and supplied in usual packing, i. e. taped (palette) or packed in shrink-wrap.
5. The delivery term of goods in stock is five business days from confirmation of the purchase order by the supplier. The delivery term can be reasonably extended due to unexpected and accidental or extraordinary events in the distribution depot of subcontractors or at a forwarding agent. In this case the supplier is obliged to notify the client in writing (by fax) or in another way of extension of the delivery term and the client is obliged to acknowledge the fact within two days. If it fails to do so, it will be deemed to agree to the extension of the delivery term.
6. The supplier is entitled to provide partial supplies unless agreed otherwise.

IV

Payment Terms

1. Payments for goods are made in cash at receipt of the goods or in advance unless agreed otherwise.
2. Non-cash payments will be made via bank transfer according to the amount specified in an advance invoice while the invoice will be issued as of the date of dispatch of the subject of the agreement from the

seller's warehouse.

3. The date of payment is deemed to be the date when the supplier can dispose of the money.
4. The maximum maturity period of the invoice was agreed to be 7 days from issuing an advance invoice unless it was agreed otherwise in a specific case.
5. In the case of default in payment of the invoice, the seller undertakes to pay the contracting penalty to the seller amounting to 0.02 % of the due amount for each day of default and it agrees to return any possible discount in the full amount.
6. The title to the goods passes on to the buyer at the time of payment of the whole amount of the purchase price.
7. In the case of cancellation of a purchase order after issuing an advance invoice, the amount corresponding to 5% will be charged from the total amount given in the invoice. If the purchase order is cancelled after delivery of goods or if the delivered goods are returned or divided, 10% of the invoiced amount or of the goods value given in the invoice will be charged.
The goods will be returned packed only - in the original intact package.

V

Quality, responsibility for defects in goods, guarantee period

1. The liability of the seller for defects in goods is governed by Section 436 et seq., Commercial Code.
2. If the buyer arranges for its own transport, the risk of damage to the goods passes on to the buyer at the time of handover of the goods to the forwarding agent of the buyer.
3. The seller undertakes guarantee for the quality of the supplied goods for 2 years from the date of takeover of the goods or from the date of loading the goods by the first forwarding agent of the buyer in the case of the own transport of the buyer or at the time of handover of the goods by the buyer at the delivery place according to the instructions of the buyer if transport is arranged for by the seller.
Quality guarantee is conditioned by proper storage of the goods at the buyer according to the character of the product.
4. The quality guarantee of supplied goods exceeding 2 years is governed by special conditions of each producer and it is published at www.bestparkett.com
5. Any apparent defects of goods have to be reported to the supplier without undue delay, but not later than in eight days after delivery of the goods. If the goods are delivered to the client's destination, the responsible person is obliged to check the supplied goods and to record possible shortcomings to the consignment note of the company that organizes transport of the goods.
6. Guarantee claims of apparent defects are rejected if the buyer of the goods sets the apparent defect in a floor or if goods with an apparent defect were sold due to the defect. In justified and duly claimed defects the supplier is obliged to replace the claimed goods with incorrupt goods.
7. Visit of the supplier's representative to consider the claimed defects can be arranged only upon written call (by fax, by e-mail) and the exact address of implementation has to be specified as well as the contact persons, phone numbers and in particular description of the claimed defects and their nature (differences exceeding valid standards); also the serial number from the back side of lamellae has to be stated.
8. The claimed goods have to be returned in original packages. The goods can be sent back only with express consent of the supplier. Other claims, e. g. claims for compensation of consequential damages due to product defects are excluded. It is the client's obligation to determine suitability of the ordered goods for the specific purpose of use.
9. The seller is not responsible for supplied goods if technological processes are not complied with or if the goods are used or stored improperly. The buyer has to comply with the instructions for placing and use that are included in the conditions of BESTPARKETT, s. r. o. and in the packages of individual products.
10. In selection of floors from hand pattern books or from stands, the colour range of wooden floors in

particular can be wider and the scope of natural defects of wood can be bigger than what is expected from a small sample of the floor.

Therefore, the seller is responsible for the choice class only in the scope of technical and production rules in classification of the floors into individual quality classes, not in the scope of defects apparent in a small sample of floors.

VI

Arbitration Clause

In accordance with the Arbitration Procedure Act and that of the Execution of Arbitration Awards no.216/1994 Law Gazette in the actual wording in force, the Parties to Contract came to terms that all and any matters at dispute arisen from the contract or incident to it shall be arbitrated in an arbitral procedure by a sole arbitrator according to the Arbitration Rulings issued by Unie pro rozhodčí a mediační řízení ČR, a.s. (the Union for the Arbitral and Mediatory Procedure of the Czech Republic, joint-stock company), identification no.(IČ): 27166147 (herein-after called only the "Union") and made public at the internet address: www.urmr.cz on conditions that as to the day of the writ serving, the arbitrator has to be registered in the Arbitrators' Roll kept on file by the Union and that the Parties to Contract specifically put the Union in charge of appointing the arbitrator for the arbitration procedure instituted by this very Arbitration Clause in accordance with the Arbitration Rulings. The Contracting Parties commit the arbitrator appointed in the described way to arbitrate all and any disputes according to the equitable justice doctrine. The Parties to Contract do declare specifically that both before signing the Arbitration Contract and actually as well they have had the opportunity to become acquainted with the Arbitration Rulings and the respective Order concerning the arbitration costs, that they have done so and that due to it, the documents mentioned above are held by them for to be an integral part of this very Arbitration Contract.

The contracting parties agreed that for the purposes of delivery of documents within the contracting relationship and also in arbitration proceedings documents are delivered to the place of residence/company seats as specified in the head hereof. If the address of the place of residence/seat is changed, the parties are obliged to report the change to the other contracting party in a demonstrable way. If the documents come back as undeliverable to the specified addresses of the place of residence/seat, the consignment is deemed to have been delivered on the day following the day when it was returned to the sender (a contracting party or an arbiter) even if the party did not learn about the delivery.

On behalf of the supplier:

On behalf of the client: