



Brand of lasselsbergergroup

Business conditions

LASSELSBERGER, s.r.o.

These business conditions of the company LASSELSBERGER, s.r.o. (GB) regulate all product sales due to the agreement between the buyer and the company LASSELSBERGER, S.R.O., head-quartered in 320 00 Plzeň – Jižní Předměstí, Adelova 2549/1, nr.: 25238078, VAT ID no.: CZ25238078, registered in the commercial register of the District Court of Plzeň, Department C, deposit sheet 22719 (hereinafter referred to as “seller”) concluded purchase agreements which have been realized.

These business conditions shall apply, as long as it is expressly otherwise specified, for the entire duration of the business relationship, without the seller having to explicitly refer to this in individual cases. Other conditions such as these, especially purchase conditions of the buyer, are not valid, even if they are not expressly rejected in any other form. These business conditions shall also apply if the seller, in the knowledge of the buyer’s terms and conditions contrary to or deviating from these terms of business, carries out the delivery to the buyer without reservation.

I.

Conclusion of the purchase agreement

1. The purchase contract is created by the written acceptance of the buyer’s order by the seller without clauses and changes, usually in the form of confirmation of this order. The ordered products are determined by catalogue item number and the agreed price. The buyer is obligated to review the order confirmation for correctness. The sales contract is not concluded without the confirmation of the order by the seller. The seller is not obligated to accept the order delivered to him/her.
2. Offers from the seller to the conclusion of the purchase agreement are binding only in such a case if they are referred to as binding, and only in such cases if they oblige the seller to accept the order.
3. The termination of the concluded purchase agreement by the buyer is only possible with the express consent of the seller.
4. In the case of goods to be picked up, which is cancelled, the seller is entitled to calculate the costs incurred for processing up to 5% of the order value.
5. Reservations of goods can be made up to a maximum of four weeks. In the case of partial deliveries, the nuances and calibers cannot be guaranteed. In the case of project reservations, the buyer must declare the planned date of collection.

II.

Prices, reductions (discounts) and payment terms

1. For the business under these business conditions the list prices of the seller valid on the day of the order apply. Price reductions (discounts) are granted by the list prices (gross prices), Bonü by the invoiced prices (net prices). Freight and euro pallets are not reduced or rewarded.
2. If the advance payment or the due date of the calculated price has not been agreed, then the purchase price must be paid immediately as per calculated amount. The payment receipt is vital for the timeliness. In the event of non-compliance of the payment period, default interest in the amount of 8% above the basic interest rate of the currency in which the invoice has been issued is being calculated. Any deductions from the invoices must be reconciled beforehand.
3. The bonus is paid out by the seller’s crediting of the seller’s claims (for the accepted goods) at the customer’s request (bonus). The customer is not entitled to credit any of his claims against the seller (bonus) to one of the seller’s claims or to demand the bonus redemption in the form of cash performance (except such cases where the credit can’t be carried out).
4. In the case of object offers, the buyer is obligated to refer to the offer, quoting the object and date of the offer.

5. The computation of the square meter price of tiles takes place on the information for the basic size.

III.

Quality and design, packaging of goods

1. The quality and execution of workmanship of the supplied ceramic cladding elements, which are referred to as the first variety, comply with the requirements of the European standard EN 14411. Products which are identified as the second variety met the requirements of CE marking, but not all requirements for the aforementioned standard and are subject to technical and/or optical errors which preclude qualification as the first variety.
2. Additional information on the products, their designations, properties, other technical information, declarations of conformity, as well as quality declarations are available at www.rako.cz.
3. The colour, dimension and weight tolerances of the products as well as deviations from the designs exhibited or presented, which are derived from the character of the ceramic production and which are permitted by the standard, are not considered by the buyer for defective products and are not object of the warranty granted by the seller. In some artistic and decorative glazes, the cracks in the glaze belong to the normal appearance, have no effect on the usefulness of the goods and do not represent a deficiency.
4. The surface of the cladding materials is subject to wear and tear. Their level depends on the type and manner of contamination as well as strength and durability of the product against depending on wear-out. The incorporation of the products in individual reliability classes as well as their designation refers to the durability of the glazes and the surface of the product against wear-out as per standard EN 14411 and is available in the catalogue and on the packaging. However, it does not refer to damage caused by an enormous pressure or too much weight of the objects placed on the cladding.
5. Products of LASSELSBERGER, s.r.o. are suitable especially for stressed disguises, if they are designated as such or the seller has expressly confirmed their suitability for the given purpose in writing.
6. Products are delivered in cardboard packaging with the designation as per the standard, as well as on wooden Euro pallets (EUR) with dimensions 120x80 cm. The euro pallets are computed and not exchanged.
7. The packaging type and the weight parameters of the packing units are given in the corresponding catalogue of goods.

IV.

Guarantee, rights in the case of defective performance

1. The seller ensures product quality for all sold ceramic cladding elements, which are designated as the first choice, for a period of two years from the time of their takeover by the purchaser, for retaining ordinary specified properties by valid standard. This warranty does not cover such product wear-out as it is caused by the usual use of the product. The warranty granted by the seller does not refer to other ceramic products other than those referred to by the seller as products of the first choice. The guarantee is only valid when below conditions are met:
 - Compliance with seller's recommended appropriate product use,
 - correct product storage and manipulation
 - professional execution of the construction and installation work (product assembly) in which the products are used,
 - adequate cleaning and use of suitable cleaning agents.

The guarantee refers to any deviations in the goods if the goods have been processed.

2. The buyer is obligated to carry out the inspection of the delivered products immediately upon their takeover, but at the latest within 3 days from the delivery to the buyer's warehouse. If the buyer has neither controlled nor induced the products to be checked as soon as possible from the date of the transfer of the risk of damage to goods, he may only assert the defects which are identifiable in such a check in the event that he proves that these products had defects at the time when the goods were handed over. Product defects that are only identifiable after the product ranges pack must be

communicated to the seller in the form of the display of the goods (hereinafter referred to as "complaint") without undue delay, immediately after their determination, always before the processing of goods, latest up to two years from the handover of the product to the buyer. If the product defects are only detected in the time of product processing, then this product processing must be interrupted immediately and the defects shall be communicated to the seller in the aforementioned kind and manner. The buyer must allow the seller to inspect the claimed products in such a condition in which they were currently for defect determination and for the inspection of defects also keep the packaging of the products used. The rights, which are due to the defective performance, which are based on the product colour and deviations, must not be recognized by the seller if insufficient specialist care on the part of the complaining party in the inspection or processing of the goods purchased. In case of complaint of the already laid packaging material, which has been removed without the prior written consent of the seller, the seller is not liable for the damage incurred, even if the defects have been determined only after the processing of the goods.

3. The rights which result from the defective performance shall be satisfied in the manner determined by the law and this GB. If the right claimed for the reason of the product defect is satisfied in the form of the granting of a reasonable discount, this discount is calculated from the selling price. If the defective performance is based solely on "optical defects", the buyer shall only be entitled for granting reasonable discount.
4. The buyer has rights - in the case of the indicated defects of the products delivered to him - to the seller in writing.
5. We replace all damages up to a maximum limit of 150,000 EUR per claim. This does not apply to the obligation to compensate for any damage caused to a person by his or her natural rights or as a result of purpose or gross negligence.

V.

Time and place of performance (delivery of goods)

1. Delivery dates and delivery periods are only binding in this case if as such they are expressly confirmed. Delivery dates and delivery periods shall be extended appropriately if the extension has been enforced by non-influenced circumstances on the part of the seller.
2. The time of delivery agreed in the contract of sale (delivery period), refers to the time of the goods acceptance of the work of the seller in case that the seller is not obligated to dispatch the goods according to the purchase contract (FCA clause). The seller is obligated to confirm the goods preparation for acceptance to the customer upon his request. The place of fulfilment (the delivery of goods) is then the warehouse of the seller for such deliveries.
3. The rights and obligations of the seller and the buyer regarding the transfer of goods are governed by the international rules INCOTERMS 2010.

VI.

Product return for business reasons

1. The buyer shall be entitled to return the delivered goods only in the event of the termination of the purchase agreement on the basis of the agreement confirmed by the regional manager for the seller.
2. The returned products must not be damaged and in original packaging. The delivery must not be older than half a year.
3. The seller is entitled to bind the conclusion of the agreement on the purchase contract termination for business reasons for fulfilling the condition that for the purchase contract resolution 20% of the total price of the returned delivery plus return transport costs are paid.
4. The buyer is obligated to return the number of the returned delivery to the seller's warehouse when returning the goods. The number of the returned delivery will be reported to the buyer by the clerk of customer service.

VII.

Reservation of ownership

1. The seller reserves the right of ownership of the goods sold. The buyer becomes the owner of the goods only by the total payment of the purchase price.
2. In case of non-observance of the payment conditions, the opening of insolvency proceedings against the buyer, the settings of payments and the liquidation of the company, the buyer's right to process and sell the goods belonging to the retention of title shall lapse. In such a case the seller is entitled to

take over the goods "in his disposition". If the seller has done so, the takeover has the effect of the withdrawal of the contract only in the event that the seller has declared it clearly and explicitly.

3. The costs for storage, transport and other expenses incurred as a result of the return of goods shall be borne by the purchaser.

VIII.

Circumstances which preclude liability for damages

If, irrespective of the seller's will, a performance obstacle has arisen which prevents him from fulfilling his duty and cannot be reasonably presumed that the seller could avert or overcome this obstacle or its consequences if he could not be presumed in the time of the emergence of its duty for this obstacle, the seller is entitled to extend the period of fulfilment by the time of the obstacle period and the resumption of its normal activity.

IX.

Transfer of the risk of damage

1. Transfer of the risk of damage and delivery conditions are based on the agreed delivery condition according to the international regulations INCOTERMS 2010.
2. If the previous paragraph 1 does not apply, the risk of damage is transferred to the buyer with the takeover of the goods. The same consequence occurs when the buyer does not take over the goods, even though the seller has allowed him to dispose of them. If the seller transfers the goods to a carrier for carriage to the buyer, the buyer shall be liable for the risk of damage with the delivery of the goods to the carrier.
3. Any damage caused to the buyer after the transfer of the risk of damage to the goods does not affect the buyer's obligation to pay the purchase price.
4. The buyer must immediately inform the freight forwarder of any damage caused by transport, to indicate on the consignment note, to confirm acceptance of the complaint and to notify the seller immediately of the damage arising.

X.

Exemption from value added tax (VAT) if delivering goods to another EU member country

1. Exemption from VAT if Delivering Goods to another EU Member Country.
Delivery of goods to another EU Member Country to a person registered for VAT in another Member Country that is shipped or transported from the Czech Republic by the Seller or the Buyer or an authorised third party is exempt from VAT with the right to deduct taxes, except for the delivery to a person, for which the acquisition of goods in another Member Country is not subject to tax.
The Buyer declares that delivery of goods under this contract to another EU Member Country meets the conditions for exemption from taxation with the right to deduct the tax stipulated by the Value Added Tax Act, i.e.:
 - The Buyer is a person registered for VAT in another EU Member Country, not the Czech Republic,
 - The goods will be transported from the Czech Republic to a different EU Member Country,
 - If the Seller does not ensure transport of the goods pursuant to the purchase sub-agreement, the Buyer shall ensure such transport at the Buyer's own costs, either himself or through a carrier authorised by the Buyer.

If this declaration by the Buyer or part thereof proves to be untrue, the Buyer shall be required to reimburse the Seller for all the costs that arise for the Seller in connection therewith (particularly VAT calculated based on valid legislation and all the sanctions based on public law that are imposed on the Seller in connection therewith).

2. The parties hereto have agreed that the Buyer shall be required to fulfil all the tax obligations in the Buyer's country.
3. The Buyer is obliged to submit to the Seller within 14 days of a receipt of the Seller's request documents proving the delivery of goods to another EU Member Country within the scope of Council Directive 2006/112/EC on the Common system of value added tax and Council Implementing Regulation (EU) No. 282/2011, as amended.

XI.

Final provisions

1. The products sold by LASSELSBERGER s.r.o. are end products. Your additional treatment, for example your makeover by the further fire, is the reason for loss of warranty rights.
2. Unless otherwise specified by the purchase contract, the business relations between the seller and the buyer shall be governed by the legal order of the Czech Republic, including the UN sales law. The Court of jurisdiction for all disputes arising in connection with product deliveries of LASSELSBERGER s.r.o. as well as in another context is exclusively Plzeň.
3. The offsetting against claims of the seller is only possible with claims recognized by him or legally determined.
4. The assignment of claims (requirements) directed against the seller is excluded.
5. If individual provisions of this GB were or would be wholly or completely ineffective, this does not affect the validity of the remaining provisions. Instead of an invalid provision, if there is no other legal provision, such an effective agreement is the closest to the economic purpose of the invalid provision.
6. These business conditions will be announced for an unlimited period of time and are valid and effective from 01.01.2021. Each change of this condition must be in written form.

LASSELSBERGER, s.r.o.