

Business and Delivery Terms and Conditions of the company PETROF, spol. s r.o. (Supplier)

I. General Provisions

1. The business and delivery terms and conditions (hereinafter referred to as „Terms and Conditions“) contained herein apply to all businesses with business partners (hereinafter referred to as „Partner“ or „Partners“) of the company PETROF, spol. s r.o. (hereinafter referred to as „Supplier“), with its registered office Hradec Králové, Na Brně 1955, Post Code: 500 06, Czech Republic, Company ID: 62 02 86 34 being registered in the Commercial Register kept by the Regional Court in Hradec Králové under the file number C.7054 in which the company PETROF, spol. s r.o. has its position of Supplier. These Terms and Conditions must be accepted by Supplier’s relevant partner.
2. With respect to the fact that these Terms and Conditions could be at variance with prospective Terms and Conditions stated on individual purchase orders or other business documents within the frame of a specific business between Supplier and Partner it holds that the said Terms and Conditions are applicable unless Supplier and Partner come to a different agreement.
3. All the purchase orders and agreements must be accepted by Supplier either in writing or impliedly.
4. These Terms and Conditions shall be applicable to all relevant businesses between Supplier and Partner whether or not they are attached to or enclosed with the individual purchase orders or contracts or deliveries.

II. Prices

Irrespective of any Supplier’s price lists or the price stated on Partner’s purchase order, only such prices which Supplier accepts without any reserves for a specific business are binding there.

III. Terms and Methods of Payment

1. Supplier reserves its right to request an advance payment, prepayment or cash on delivery from Partner at any time. Partner shall meet this Supplier’s choice otherwise Supplier is not obliged to deliver the agreed goods and is entitled to immediately withdraw from the agreement.

IV. Delivery and Ownership

1. All the deliveries will be performed in compliance with FCA Supplier’s factory Hradec Králové (INCOTERMS® 2010), unless otherwise agreed.
2. Ownership rights of goods pass to the Partner at the moment of full payment of the purchase price and Contractual products remain the property of the Supplier up to this point.
3. Risk of damage to the goods passes to Partner by delivery of the goods to the carrier. In the purchase order Partner shall specify the carrier to which the goods is to be delivered. The delivery shall be realized after acceptance of the purchase order by Sup-

plier and after reception of necessary information from Partner. Delivery period shall be agreed between Supplier and Partner within the frame of a specific business.

4. Supplier shall not be responsible for any failure to perform arising from causes beyond its control. These causes shall include but not be restricted to e.g. fire, flood, explosion, accident, acts of the public enemy, war, rebellion, insurrection, epidemic, quarantine restrictions, labour disputes, embargoes, inability to secure raw materials or fuels, breakdowns of machinery or equipment, delays in its carriers or its subcontractors, port congestion, governmental or other authority acts and decisions or any other circumstances of the same class or kind as those named above which are out of the control of Supplier.
5. In the event of any delay within the frame of the above mentioned causes beyond Supplier's control the delivery period shall be extended of the period equal to the time lost by the reason of the delay.
6. In the event of any such Partner's delay regarding supply of information needed for delivery of goods or provision of needed cooperation longer than 10 days, Supplier is entitled to immediately withdraw from the agreement or accepted purchase order, or can enlarge the delivery of goods without any influence on its rights from the agreement or accepted purchase order.
7. In case of Partner's delay with any payment though for previous businesses, Supplier can stop further deliveries up to the time when Partner fulfills all its obligations. In case Partner gets into delay with the payment for already delivered goods such goods again becomes Supplier's ownership up to the time when Partner fulfills its obligation. Even in spite of the fact that the delivered goods again becomes Supplier's ownership, Supplier has henceforth all the rights from the accepted purchase order or agreement.

V. Prohibition of Duties and Discretions Conveyance

Partner is not allowed to convey any duties and discretions from the business with Supplier to the third party without Supplier's consent.

VI. Trademarks and Trade Names

1. Upon the previous written approval of Supplier partner can use Supplier's trademarks, trade names, labeling or other symbols only on the purpose of identification, advertisement and promotion of the goods and Partner shall act in compliance with justifiable interests of Supplier concerning its goodwill, reputation of its goods and acquired prestige and value of these symbols including trade marks. Partner shall not use, without the prior written contest of Supplier, the above mentioned as the name of its firm or as its part or in any other way.
2. Partner shall not register or let register any trademark, trade name, labeling or any other symbol of Supplier or such marks, names, labeling or other symbols that could be confused with Supplier's due to their similarity.
3. Partner shall inform Supplier about any breach of its rights to the trademarks, trade names, labeling or other symbols about which Partner is informed.

VII. Guaranties

1. Supplier does not provide Partner with any special guaranties outside the common factory guaranties that the goods shall be free from any defects within 2 (two) years after it is delivered to the Partner. The common factory guaranties mean, for the upright and

grand pianos, the guaranties relating to the following defects: cracked cast iron frame, cracked resonance plate, cracked bridge, damage of the surface finish and malfunction of the mechanics.

2. Partner shall announce Supplier about the founded defects in a written form within 30 (thirty) days after it was announced to Partner together with the evidential documentation of the founded defects, otherwise the guaranty provided by Supplier becomes extinct.
3. In no event shall Supplier be liable to Partner for loss caused to Partner in connection with defects on goods under guaranty period. Partner's claims under this guaranty are limited solely to repairing of defective goods, its replacing or discount from the purchase price, and always such a claim which will be reasonable and adequate in the specific case of guarantee defect.

VIII. Governing Law Clause

1. If not agreed otherwise, the rights and liabilities and legal relationships resulting, arising and connected with the business between Supplier and Partner follow the Czech rule of law.
2. For contingent disputes arising from the mutual businesses, Supplier and Partner agree a local competence of court of first instance pursuant to the Supplier's registered office, i.e. in Hradec Králové.

IX. Final Provisions

1. Legal regulation of these Terms and Conditions follow the Czech rule of law, foremost the Act. No. 89/2012 Sb., Civil Code, in a valid wording.
2. Invalidity of a part of these Terms and Conditions shall not cause the invalidity of entire Terms and Conditions unless the appropriate part is of such importance that the contracting parties would not enter into legal relationship if they knew that this part would not be valid.
3. These Terms and Conditions are elaborated in English language.
4. In witness of verity and seriousness of legal relationship, the duly authorized representatives of contracting parties undersign these Terms and Conditions.

At Hradec Králové on March 1, 2017

PETROF, spol. s r.o.
Na Brně 1955
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Hradec Králové
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By: Said Tabet, commercial director of the PETROF company