

General sale and delivery terms of the RP Climbing s.r.o.

Id. No: 25250639

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Headquarters at Polička – Horní Předměstí, 345 St. Hegerova, ZIP: 572 01

Registered in the Commercial Register kept by the Regional Court at Hradec Králové, Section C, File No. 10044.

1. These General sale and delivery terms (hereinafter “SDT”) apply to all business relationship between the RP Climbing s.r.o. company as a Seller (hereinafter the “Seller”) and the third subjects as a Buyer.
2. By placing an order, the Buyer gives his express and unquestionable approval with the indefinite use of his personal data by the RP Climbing s.r.o. in accordance with the laws of the Czech Republic (e.g. 101/2000 Sb.). Personal data are kept confident, protected and won't be given to third parties, with the exception of external transportation companies, which receive only the data necessary to ensure proper delivery, and with the exception of cases where the communication of the Buyer information is ordered or allowed by the valid legislation. The Seller is not bound by the security assurance in case if he becomes impaired by an unlawful act of a third person – computer virus, hacker attack, etc. Every Buyer always has to give to the Seller valid and actual data about himself and inform the Seller immediately and provably should any change occur.
3. If the order of a Buyer is received and confirmed by the Seller, the purchase contract is formed. The contract has to include exact specification of the products, their quantities, price, payment and delivery conditions and a date of shipping to the Buyer, confirmed by the Seller.
4. By agreement to the contract, the Buyer confirms, that he has thoroughly read and understood the SDT, including all price, delivery, payment conditions and claims and that he unconditionally agrees with these. The contract (including the agreed price) can be changed or nullified only upon agreement of both sides, or for a reason given by law.
5. Price agreement is an important part of the purchase contract, without which the contract is invalid. Unless otherwise expressly stated in the contract, the Seller's prices are EXW (Incoterms 2010). The selling price is based on a price list and price conditions of Seller valid for given time - the time of establishment of the contract. Unless otherwise expressly stated, the price does not include shipping costs, customs, or any other payments required in other countries than the Seller's (Czech Republic). Prices of products exported to other EU member states (EU) are invoiced without VAT upon the Buyer's proof of VAT registration in the EU. Should the Buyer fail to prove his VAT registration, he understands and agrees that Czech VAT in its actual height will be added to the price. If the Buyer has a registered VAT in a country other than EU, he agrees to claim the goods for VAT in his home country.

6. The price is not considered entirely and properly paid, until it has been added to the Seller's account in the full amount. The Buyer is obliged to use the invoice number as a variable symbol to each payment.
7. The Buyer is not allowed to hold payment or its part as a counter value to damage, claims or any other reason, without a written agreement with the Seller. The Buyer pays the sale price in full amount. Should there be any bank charges for the payment, these are paid for by the Buyer.
8. If the Buyer does not provide the Seller with all the information necessary for the shipment of the goods in time before the agreed delivery, the Seller can ship the goods to Buyer's address or cancel the contract with immediate effect.
9. Any delay in payment of the agreed deposit, price or installments always means a substantial breach of the purchase contract by the Buyer and gives the Seller the right to insist on the payment, or to cancel the contract. This does not affect the right of the Seller for the full compensation of the damage caused. Same conditions apply in case of Buyer insolvency or significant worsening of conditions that affect transfer of payments from Buyer's country. If the Contract provides for payment of the purchase price by installments and the Buyer is in any arrears with an installment, the whole unpaid balance shall become at once overdue. Both sides of the purchase contract have expressly agreed that If the deposit, the purchase price or the installment is not paid within the agreed terms, the Buyer is obliged to pay a contractual fine amounting to 0, 05 % of the unpaid amount for each day of delay until the full payment will take place, which is not to impact the Seller's right to claim compensation in an amount exceeding the paid contractual fine including the statutory interest of arrears. In case the Buyer delays the payment of the purchase price, the Seller has the right to withhold or suspend further deliveries to the Buyer, even if a fixed delivery date has been agreed upon. This arrangement is not affected in any way by eventual abdication of the Buyer from the purchase contract.
10. The Buyer only becomes an owner of the goods upon paying the full purchase price. The Buyer bears risk of any damage, loss, theft, etc. of the goods upon receiving the goods.
11. If the Buyer, in spite of having been asked to do by the Seller or by the transport company, fails to accept delivery of the goods at the place and in time, provided for in the Contract, the Seller shall be free either to insist upon execution of the terms of the Contract and to claim damages caused by the delay, or to repudiate the Purchase Contract, or resell the goods to another customer and to claim damages for losses sustained.
12. The Buyer expressly agrees to abstain from an active sale of the goods in any country different from the country of delivery of the goods without a prior written consent of the Seller. A breach of this condition may lead to Seller's decision to stop any cooperation with the Buyer and to abdicate from any previously formed agreements.
13. The Buyer has 7 days from the delivery of the goods to control and accept it (quality and quantity check). Should there be any problem, the Buyer contacts the Seller

immediately in writing. Past the 7 calendar days, the Buyer has no rights to claim incorrect quantity, damage, etc. The claim procedures are thoroughly described in the Claims Rules, which is legally binding for the Buyer as well.

14. Unless otherwise expressly agreed, the Buyer agrees that he will receive invoices from the Seller via email in electronic form and that this form of invoicing is considered as a proper fulfillment of Sellers obligation to deliver an accounting document (invoice) to the Buyer.
15. This Contract and relations arising from it are governed by the law of the Czech Republic, especially by § 2079 and of 89/2012 Coll., Czech Civil Code.
16. If the Buyer has no registered address or place of the business in Czech Republic, any disputes arising from this Contract or in connection with it, shall be decided with the exclusion of jurisdiction of common courts in arbitration proceedings at the Arbitration Court at the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague by three arbitrators determined in accordance with the Rules of this Court. Both Buyer and the Seller undertake to fulfill all duties imposed upon them by the arbitration award in due times specified therein.
17. If the Buyer has a registered address or place of the business in the Czech Republic, the eventual dispute will be solved at the competent local venue court of justice in accordance with the general court of the accused.
18. These General sale and delivery terms are valid till the issue of new General sale and delivery terms.

Polička, 1st January 2014

RP Climbing s.r.o.,

Ing. Pavel Hendrych,
Ing. Vladimír Křapka,