

General Terms and Conditions of RD Rýmařov s. r. o.
Company ID No. 18953581, with its registered office at 8. května 1191/45, 795 01 Rýmařov

I.

Introductory provisions

1. In accordance with Section 1751(1) of Act No. 89/2012, the Civil Code, as amended (hereinafter referred to as “Civil Code”), these General Terms and Conditions provide for the mutual rights and obligations of the parties in connection with the arrangement and performance of all contracts made between RD Rýmařov s.r.o., Company ID No. 18953581, with its registered office at 8. května 1191/45, 795 01 Rýmařov (hereinafter referred to as “**RD Rýmařov s.r.o.**”), and a natural or legal person as a buyer or customer (hereinafter referred to as “**Buyer**”).
2. Consumer means a natural person who, outside their trade, business or profession, enters into a contract or has other dealings with RD Rýmařov s.r.o.
3. Entrepreneur means a natural or legal person who, on their own account and responsibility, independently carries out a gainful activity in the form of a trade or in a similar manner with the intention to do so consistently for profit. Any person who enters into contracts related to their own commercial, production or similar activities, or within their trade, business or profession, or a person acting in the name or on the account of an entrepreneur is also considered to be an entrepreneur.
4. These General Terms and Conditions form an integral part of all contracts entered into by RD Rýmařov s.r.o., in particular contracts for work, purchase agreements and contracts for the supply of goods. A contract may include provisions derogating from these General Terms and Conditions only with the explicit consent of both parties to the derogation. Any derogating provisions of the contract shall prevail over the provisions of these General Terms and Conditions unless these General Terms and Conditions were incorporated into the contractual relationship after its formation – in such cases, these General Terms and Conditions shall prevail.
5. RD Rýmařov s.r.o. is authorized to unilaterally amend these General Terms and Conditions. No amendment shall affect the rights and obligations of the parties that arose during the period when the previous General Terms and Conditions were in force unless the parties agree otherwise. The latest version of the General Terms and Conditions is published on the website of RD Rýmařov s.r.o.: <https://www.rdrymarov.cz/>
6. These General Terms and Conditions are drawn up in Czech, English and German. The Czech version of the contract and the General Terms and Conditions shall always prevail.

II.

Payment and price terms

1. Price and payment terms shall be always specifically provided for in individual contracts. Where the contractual relationship is established by a contract for work, RD Rýmařov s.r.o. is authorized to unilaterally adjust the price of the work if:
 - a. any additionally agreed changes to the work are made;
 - b. in the period between the signature of the contract and the date of performance of the work, legislation of general application or conditions of a building permit are issued or changed and this affects the performance of the work or the pricing regulation under which the price of the work is set;

- c. the VAT rate changes;
 - d. a party fails to meet any of the obligations set out in the contract for work even within an additional period of fifteen days, by the amount of the costs actually incurred in the elimination of the obstacle preventing proper execution of the work;
 - e. the other party fails to present a final building permit or a consent to the execution of a notified work issued for the execution of the work by the deadline laid down in the contract for work, by the amount of the increased price of the costs of executing the work;
 - f. for reasons for which the Buyer is responsible, the execution of the work does not start on the agreed date and in the meantime, in the period between the conclusion of the contract for work and the actual date on which the execution of the work starts, the price list of RD Rýmařov s.r.o. changes or the costs of materials for production or delivery of the work increase, by the difference in the list price of the work or by the increase in the costs;
 - g. in the period between the beginning of the fixation of the basic price list price of the work and the date of presentation of a final building permit within the deadline laid down in the contract for work, the purchase prices of materials for production of the work increase by more than 5% on the part of RD Rýmařov s.r.o., by the same factor as the increase in the purchase prices of those materials;
 - h. in the period between the conclusion of the contract and the start of execution of the work, the increase in the average annual consumer price index (hereinafter referred to as "**Inflation Rate**"), as published by the Czech Statistical Office for the last 12 months, against the average for the previous 12 months exceeds 5.5%, by the percentage corresponding to the Inflation Rate.
2. Unless provided otherwise in the contract, the price of the deliverables shall be paid by wire transfer to the bank account of RD Rýmařov s.r.o. that will be indicated in the caption of the contract. The price of the deliverables shall be payable on the basis of invoices issued by RD Rýmařov s.r.o. Invoice payment date means the date on which the relevant amount credits the account of RD Rýmařov s.r.o.
 3. If an invoice does not contain the requisites determined by legal regulations, in particular Act No. 234/2004 Sb., on value added tax, as amended, or if the requisites are incorrect, the Buyer is entitled to return the invoice for correction within the due period of the invoice.
 4. Invoices are due within 14 days of the date of receipt of the invoice by the other party at the e-mail address indicated in the caption of the specific contract.
 5. Unless provided otherwise in the contract, the price of the deliverables is indicated inclusive of VAT or, where appropriate, any other taxes and charges related to the delivery of the deliverables.
 6. The Buyer is not entitled to unilaterally set off any of its claims against the claims of RD Rýmařov s.r.o.

III.

Delivery of the deliverables

1. The place of delivery or execution of the deliverables is always indicated in the contract. Where the contract contains no such arrangement, the place of delivery or execution of the deliverables shall be the registered office of RD Rýmařov s.r.o. located at 8. května 1191/45, 795 01 Rýmařov.

2. The deliverables shall be delivered in a single delivery unless the parties agree on successive or repeated deliveries. If the parties agree on successive deliveries of goods in accordance with partial orders, the deliverables will be delivered on the basis of the Buyer's individual orders in accordance with the specifications and quantities referred to in the orders. Unless provided otherwise in the contract, the Buyer shall bear the costs of transport of the order.
3. The Buyer shall take delivery of the ordered deliverables and properly inspect and check the delivery upon its acceptance. The Buyer shall take delivery of the deliverables even where they have defects that do not prevent them from being used for their purposes, i.e. the Buyer is not authorized to refuse the performance and not to take delivery of the deliverables due to immaterial defects.

IV

Reservation of title

1. Within the meaning of Section 2132 et seq. of the Civil Code, RD Rýmařov s.r.o. reserves the title to the deliverables until the agreed price, including all related costs (VAT, carriage, packing charges etc.), is paid in full. The other party shall protect the deliverables against damage until that moment. In case of any delay in payment of the price, RD Rýmařov s.r.o. is entitled to dismantle the deliverables and take them back at the expense of the customer at any time.

V.

Complaints

1. Complaints about any defects shall be governed by the complaints procedure of RD Rýmařov s.r.o. The deliverables are defective if they are not in conformity with the contract. Where the deliverables have a defect on the passing of the risk of damage, it gives rise to the Buyer's rights arising from defective performance. Any performance other than the ordered one or any performance in a quantity smaller than the agreed one shall be also considered a defect.
2. The Buyer shall send a complaint notice, including description of the defect or its parts, to RD Rýmařov s.r.o. for expert assessment by e-mail to the address indicated in the caption of the relevant contract to the address of the registered office of RD Rýmařov s.r.o. This obligation is also met where the Buyer sends the notice, including the defect description, to the e-mail address of RD Rýmařov s.r.o. indicated in the caption of the relevant contract.
3. RD Rýmařov s.r.o. shall send the Customer a confirmation of the complaint made without undue delay but no later than within 3 days of the complaint receipt, to the Buyer's e-mail address indicated in the caption of the relevant contract or to the e-mail address communicated by the Buyer when making the complaint.
4. RD Rýmařov s.r.o. shall decide on the complaint without undue delay of the date of its receipt. A reasonable period of time required for expert assessment of the defect shall not be counted as part of that deadline. RD Rýmařov s.r.o. shall deal with the complaint, including remedying the defect, within 30 days of the date of making the complaint and delivering the deliverables or their part under complaint.
5. The complaint shall be considered dealt with at the moment when RD Rýmařov s.r.o. informs the Buyer that the complaint has been dealt with and about how it was dealt with. RD Rýmařov s.r.o. shall send the information that the complaint has been dealt with to the Buyer's e-mail address provided when placing the order, or to the e-mail address communicated by the Buyer to RD Rýmařov s.r.o. when making the complaint.

6. The risk of damage to the deliverables shall pass to the Buyer when taking delivery of the deliverables from a courier or postal service operator. Where the Buyer fails to take delivery of the deliverables, the risk of damage to the deliverables shall pass to the Buyer at the moment when the Buyer is allowed to dispose of the deliverables.
7. The Buyer shall inspect the deliverables as soon as possible after the passing of the risk of damage and check their characteristics and quantity. RD Rýmařov s.r.o. shall be responsible to the Buyer for ensuring that the deliverables are free from any defects on the passing of the risk of damage, in particular that:
 - a. the deliverables have the characteristics agreed between the parties and, where such an arrangement is missing, the characteristics that may be expected with regard to the nature of the work;
 - b. the deliverables are fit for the purpose which is stated by RD Rýmařov s.r.o. as the purpose of use or for which deliverables of this nature are normally used;
 - c. the deliverables are delivered in appropriate quantity; and
 - d. the deliverables meet legal requirements.
8. Where the nature of the defect of the deliverables constitutes a material breach of the contract, the Buyer is entitled:
 - a. to have the defect remedied by delivery of new deliverables or their defective part free from any defects, or by delivery of the missing part;
 - b. to have the defect remedied by repair of the deliverables;
 - c. to an appropriate price reduction; or
 - d. to withdraw from the contract.
9. Where the nature of the defect of the deliverables constitutes an immaterial breach of the contract, the Buyer is entitled to have the defect remedied or to an appropriate price reduction. Until the Buyer claims the price reduction or withdraws from the contract, RD Rýmařov s.r.o. may deliver what is missing or remedy a legal defect. Other defects may be remedied by RD Rýmařov s.r.o. at its own choice by repairing the deliverables or delivering new deliverables or their part. If RD Rýmařov s.r.o. fails to remedy a defect of the deliverables in due time or refuses to remedy the defect, the Buyer may claim a price reduction or withdraw from the contract. The Buyer may not change the choice made without the consent of RD Rýmařov s.r.o.
10. Where only a part of the deliverables is defective and that part is separable from other parts, the Buyer shall have the rights arising from defective performance only with respect to the defective part of the deliverables.

VII.

Conclusion of the contract

1. A contract is concluded once the parties have agreed on its content and expressed their agreement to the content. During contractual negotiations, the parties shall disclose to each other all factual and legal circumstances which they know or must know so that each party may verify the possibility to enter into a valid contract and each party's interest in entering into the contract is evident to both parties. The contract may be also concluded by mere acceptance of an offer.
2. Where a party obtains confidential information or communication about the other party during contractual negotiations, it shall ensure that it is not misused or disclosed without a legitimate reason. If it breaches this obligation and, as a result, enriches itself, it shall make restitution to the other party.
3. Any declaration of will which includes amendments, reservations, limitations or other changes shall constitute a rejection of an offer and shall be considered a new offer to enter into a contract.

Any reply including an amendment or deviation which does not substantially alter the terms of an offer shall constitute an acceptance of the offer provided that the offeror does not reject the acceptance without undue delay.

VIII.

Contractual penalties

1. In the event of any delay in the payment of a pecuniary obligation under the contract, the Buyer shall pay RD Rýmařov s.r.o., in addition to the default interest at the statutory rate, a contractual penalty of 0.05% of the due amount for each commenced day of the delay.
2. In the event of the other party's delay in delivery of the goods, RD Rýmařov s.r.o. is entitled to a contractual penalty of 0.05% of the price of the ordered goods for each day of the delay.
3. In the event of any delay in taking delivery of the deliverables, RD Rýmařov s.r.o. is entitled to store the deliverables at the expense of the Buyer and charge the Buyer for a storage fee of CZK 1,000 per day and per 1 m² of the storage area used. RD Rýmařov s.r.o. is not obliged to deliver the deliverables to the Buyer until the Buyer pays all penalties and costs incurred as a result of the delay in taking delivery of the deliverables.
4. For the period for which the Buyer is in delay in meeting its obligation or its part, RD Rýmařov s.r.o. is entitled to suspend all activities under the contract, it is released from the obligation to deliver to the Buyer any documentation for the deliverables and it is not liable for any resulting damage incurred by the Buyer.
5. Unless the parties agree otherwise, the Buyer shall pay the contractual penalty without undue delay after the receipt of the request for payment from RD Rýmařov s.r.o.
6. Payment of the contractual penalty shall be without prejudice to the right of RD Rýmařov s.r.o. to damages.

IX.

Force majeure

1. The parties shall be released from any liability for the failure to comply, in part or in full, with contractual obligations as a result of force majeure. Force majeure shall mean such circumstances which are beyond the control of either party such as wars; natural disasters; decisions or actions by public authorities; restrictions on production as a result of strike, interruption in supplies of raw materials, energy supply disruption; severe weather conditions etc. Those circumstances must directly make the actions of one of the parties aimed at performing the contract impossible.
2. The party that is unable to carry out its obligations as a result of force majeure shall inform the other party without delay at the e-mail address indicated in the caption of the relevant contract and take such measures to mitigate the effects of force majeure as may be reasonably required from it.
3. If the force majeure lasts for more than three months, the parties shall agree on further action within one further month. If the month passes without reaching an agreement, either party may withdraw from the contract.

X.

Miscellaneous provisions

1. If it transpires in the course of performance of the contract, without the parties being able to reasonably foresee this when the contract is concluded, that it is necessary to carry out works or make deliveries of goods beyond the scope agreed in the contract in order for the contract to

be performed without defects, those extra works or deliveries will be carried out or made only upon prior agreement between the parties made in the form of an amendment to the contract that will include a price clause. The agreement will be in writing. No account will be taken of any arrangements made in any other form. Where the relevant amendment to the contract is not concluded within 30 calendar days following the notification of the necessity to carry out the works or make the deliveries beyond the agreed scope, RD Rýmařov s.r.o. is entitled to withdraw from the contract.

XI.

Final provisions

1. Contractual relations arising from a contract and these General Terms and Conditions shall be governed by the laws of the Czech Republic.
2. Any disputes between the parties arising from or in connection with the concluded contracts or these General Terms and Conditions shall be resolved by the court with territorial jurisdiction over the registered office of RD Rýmařov s.r.o.
3. Rights and obligations arising from a contract or order shall pass to the legal successors of the parties. Rights and obligations under a contract may be transferred to a third party only with the prior written consent of RD Rýmařov s.r.o.
4. RD Rýmařov s.r.o. represents that, in relation to a Buyer who is a consumer, it is not subject to any code of conduct within the meaning of Section 1826(1)(e) of Act No. 89/2012 Sb., the Civil Code, as amended.
5. The Czech Trade Inspection Authority, Central Inspectorate – ADR Department, with its registered office at Štěpánská 567/15, 120 00 Prague 2, e-mail: adr@coi.cz, website: adr.coi.cz, is competent to provide alternative resolution of consumer disputes arising from the contracts concluded with RD Rýmařov s.r.o. Essential elements of an application, description of the hearing procedure and other information on alternative dispute resolution are available to consumers on the website www.coi.cz. Alternative dispute resolution within the EU can be reached by filing an application on an EU online platform. Protection of personal data is supervised by the Office for Personal Data Protection (<http://www.uoou.cz>).
6. The parties assume the risk of change in circumstances. The provisions of Section 1765(1) and Section 1766 of Act No. 89/2012 Sb., the Civil Code, as amended, shall not apply.

These General Terms and Conditions shall enter into force and take effect on 1 October 2021.