

General Terms and Conditions

By ASTRA MOTOR spol. s r.o., ID 60736852

1. Basic Provisions

These Terms and Conditions (hereinafter referred „Terms“) govern the supply-demand relations in sales of goods and services between ASTRA MOTOR spol. s r.o. (hereinafter referred to as "Seller") and its business partners (hereinafter referred to as "Buyer"). If there is a specific agreement between the seller and the buyer modified supply-demand relation by derogation from these Terms, has this special arrangements take precedence over these Terms. These Terms and Conditions are valid for business transactions based (on order or contract) during validity of Terms. Seller has the right to unilaterally modify terms. Effective date of new version automatically expires previous version. The new Terms are valid for all business transactions based from the effective date of the new Terms

The buyer is obliged to submit with the first business contact to seller verified evidence of its business license and its legal personality (certificate of incorporation - Extract from the Register, a copy of the trade license, VAT certificate, for individuals identity card number), and these data continuously updated.

2. Order, order confirmation

- 2.1 All business transactions according to these Terms shall require the written form of order. Under the order is considered to be a written order (printed or sent by email to obchod@astramotor.cz) delivered to seller that meets the requirements set out in these Terms.
- 2.2 The order must contain the following requisites:
- Company name and address of the buyer (or name, date of birth and address of permanent residence for individuals)
 - VAT registration number
 - Description of the goods or services that uniquely identifies the subject of the order (product description by type present in the Seller's price list), specification by the verbal description; The amount of required pieces of products, method of transport and the exact place of delivery; Latest date of delivery
 - Name and signature of authorized representative of the buyer.
- 2.3 Based on the regular order of the buyer Seller issues an order confirmation, which confirms to the buyer type and quantity of goods (services), which undertakes to deliver to the buyer, tolerance quantity of supplied goods (up to + 10%), the expected delivery date, price, payment method, method and the cost of transport. This order confirmation seller sends the buyer in a similar way, which received the order. By confirming the order the contract is concluded (purchase contract...)

3. Price and Payment Terms

- 3.1 Goods and services are sold at the prices stated in the Seller's price list valid at the date of placing the order. If no price listed in the price list, it will be agreed between the parties in the proceeding demand-supply.
- 3.2 If there is no between seller and buyer agreed cash payment, seller will require buyer to pay the purchase price or advance on the purchase price by issuing invoice, which is between the parties considered as request for payment. Basic invoice due date is 14 days from the date of issue. Payment is considered as paid by handover of cash payment to authorized representative of the Seller or crediting payments according to the invoice to the account of the seller which is written of the invoice. In the case of Buyer's delay in payment, the Seller shall be entitled, but not obliged, to require buyer to pay contractual interest on arrears 0.05% of the outstanding amount per day, and the buyer agrees to pay the contractual interest on arrears. Billing or payment of contractual interest on arrears pursuant to the provisions of this paragraph shall be without prejudice the seller's claims for damages under the provisions generally applicable regulations.

- 3.3 The Seller is entitled to demand payment in cash or cash on delivery from newly registered buyer at the first purchase of goods or services.

4. Delivery of goods

- 4.1 The buyer specifies the method of transportation in order, with the possible following types of transport:

- Personal collection. Goods can be picked up directly at the place of business of the seller
- Transport by public carrier (Czech Post, Geiss, ...). For goods or services (sharpening tools) where the value of the consignment exceeds the amount of 10,000, - CZK plus VAT, shipping is free. If the value of the goods of the consignment is up to 10,000 CZK without VAT, price for this type of transportation is 100 CZK plus VAT. Shipping cost is invoiced to the buyer together with the goods. If the buyer chooses shipping method in accordance with the provisions of this paragraph shall be considered the date of delivery of goods or services a day when the seller hands over the goods to the carrier. Seller does not guarantee to the buyer duration of the transport time.
- Guaranteed transport, where the seller guarantees to the buyer the date of delivery of goods to the requested location specified by the buyer. This method of transport must be specified in the order. If the buyer chooses shipping method in accordance with the provisions of this paragraph shall be considered the date of delivery of the goods or services the day of delivery of goods to the buyer. All costs of delivery of goods under the provisions of this paragraph shall be borne by the buyer.

If the goods for which the order was given as a shipping method "personal collection" will not be taken over by the buyer within 5 working days after the invitation of seller, goods will be sent COD to the buyer's address, stated in his order, at the risk and expense of the buyer.

5. The handover and acceptance of goods

- 5.1 The seller fulfills his obligation to deliver the goods upon its delivery to the buyer (in the case of a personal collection and in case of guaranteed transport), or by passing goods carriers (in the case of a public transport).
- 5.2 Buyer confirms its agreement with the wording of "General Terms and Conditions" applicable on day of ordering goods with his each order. The current version of the General Terms and Conditions is available on the website of the seller at www.astramotor.cz.
- 5.3 In the personal collection of goods at the seller's place, the buyer checks the material situation of supply according to the delivery note. If the scope of delivery does not match the delivery note, the buyer is obliged to refuse the delivery as a whole.
- 5.4 The buyer is obliged to check the status of shipment upon delivery of the shipment by carrier. The packaging is damaged or other obvious defects or inconsistencies between data on the shipping list and reality is bound to make a notation on the carrier shipping with reservations, or refuses to accept the shipment. Without undue delay after receipt of the buyer is obliged to check the package contents and material according to the enclosed delivery note. If the contents of the shipment does not match the delivery note, the buyer is obliged to immediately inform the seller.

6. Trade secrets

All technical and business documentation passed between the buyer and the seller is subject to commercial law, and neither of the parties is permitted without the written consent of the participating pass these third parties

7. Delivery

Unless agreed otherwise, all shipments related to the trade relations of ASTRA MOTOR spol. s r.o., Firemní 703/1, 61900 Brno sent to the addresses of the participants of these relationships, listed in the Commercial Register, respectively Trade Registry, respectively on the permanent address of a individuals. If the consignment is not properly delivered, shall be deemed delivered on the third day after it is sent by registered mail to the address as above.

These terms and conditions become valid on 1 June 2012.