

General terms and conditions of REDA a.s.

1. General conditions

The user of these general terms and conditions (hereinafter GTC) shall be referred as Reda a.s., (hereinafter REDA) and the other party as „the client“. Deviations from these GTC shall only have effect, if they have been confirmed in writing form by REDA. All agreements are subject to Czech law. All disputes will be adjudicated exclusively by the authorized Court in Brno, Czech Republic.

2. Offers

All offers by REDA are free of the obligation as concerns price, delivery time and possibility of delivery. It is necessary to refresh all these conditions at the case of order confirmation.

3. Orders

The agreement is realized by written confirmation of REDA. By placing an order, the client accepts REDA conditions of sale, supply and payment. Any ineffectiveness of particular conditions has no impact on the effectiveness of the other conditions. If the client cancels an order, he shall oblige to pay all costs incurred for the implementations. Delivered quantity of some goods, especially mugs, is limited by a multiply of full boxes. If REDA receives an order for the delivery of products which are specially processed, constructed or printed, the client is obligated to deliver material, which is immediately reproducible and in good quality.

4. Goods

Size information in the catalogue is to be understood as approximate measure and is subject to mistakes and changes. Material, color, design, technical condition, packing type of unique specimen as well as size and type of packing units are subject of change. Order quantity of some articles, especially mugs, is limited by a multiply of full boxes. REDA is entitled to deliver and charge the client for a maximum of 5% more or less of the number, ordered by the client. It concerns to goods with imprint, too. REDA reserves the right to discontinue or replace any catalogue items without prior notice. The country of origin is mentioned on invoice for all items. If the client demand a Certificate of Origin issued by Chamber of Commerce, REDA will prepare it, but this service will be paid by the client.

5. Prices

All prices are understood as net prices, without value-added tax, insurance, and other export costs. Printing errors in the catalogue, the price list or special brochures do not authorize making of special claims for compensation. Validity of recent price list is limited by a launching of a new one.

6. Delivery conditions

Basic delivery term is EXW Brno (according INCOTERMS 2000). REDA is obligated to prepare an order for a loading with transport documents (delivery note, invoice, custom documents – if it is necessary). Products are delivered according this delivery term

If it has been agreed that REDA will deliver the order to an address provided by the client, REDA will have fulfilled that obligation by presenting the products once at that address.

7. Payment conditions

Payment must be made in accordance with the conditions on payment stated on the invoice. REDA has a right to demand a full or partial payment of the agreed in advance, or cash on delivery. In the absence of timely payment the client owe interest of 1,5 % for each month or part by which the payment period is exceeded. The interest due is calculated from a total sum of invoice. REDA has a right to cancel the order confirmations and stop all the other activities in the case of bankruptcy, suspension of payment or liquidation of the client.

8. Claims and guarantees

The client is obligated to examine whether the delivered articles are in the compliance with the documents (delivery note, invoice). Claims of visible defects and different quantity must be made in written form (including photos of defects) and send to REDA.

REDA provides 30 days guarantee for hidden defects of all products. This period is applied as an expiration period, too. REDA has a right to ignore claims concerning less than 50 EUR.

9. Force major

Force major is understood to mean any circumstance on the basis of which performance of the agreement can no longer be reasonably demanded by client, including in any case of war, revolt, prohibition imposed on REDA by a third party caused by conflict with the industrial and intellectual property right, export/import prohibition, lack of raw materials and energies, strike, fire and other calamities. REDA has a right to suspend performance of the agreement or to cancel the part or hole agreement in the event of force major on the its part, without being obligation to pay any damage to the client.

10. Reservation of ownership and liability

The goods stay REDA property until the client has paid the total amount of the invoice. REDA can not accept any liability for late or non-delivery. Damages for which REDA could be oblique will not exceed the invoice value of the concerned products. Any other compensation will be not provided.

11. Entry to the force

These GTC take effect 1.1.2007