



TRUSS ALUMINIUM FACTORY a.s.
Biskupský dvůr 2095/8, 110 00 PRAGUE 1
ID No.: 28182600 Tax ID No.: CZ28182600

GENERAL BUSINESS CONDITIONS

of Truss Aluminium Factory a.s.

(“Company”)

I. General Provisions

1. These General Business Conditions (“Conditions”) form an integral part of the contractual relationship entered into between the Contracting Parties. Any amendment to these Conditions must be put down in writing. Different provisions in case of a contract signed by both parties shall take precedence over the terms of these General Business Conditions.
2. The mutual relationships between the Contracting Parties shall be governed by the Commercial Code of the Czech Republic unless these General Business Conditions stipulate otherwise.
3. If the parties provide each other with information identified as confidential when negotiating the conclusion of a contract, the party to whom such information was communicated must not disclose it to any third party or use it contrary to its purpose and for his/her own needs regardless of whether the contract is concluded or not. The party breaching this obligation shall be obliged to compensate the other party for damages.

II. Delivery Terms

1. Buyer shall be obliged to send Company orders via e-mail, fax or mail. An order must contain the following data:
 - a. name and surname in case of natural persons, or the identification of Buyer’s corporate name,
 - b. address, and place of business if different from the address, in case of natural persons; Buyer’s registered office in case of legal entities,
 - c. delivery and billing addresses if different from the addresses stated above,
 - d. Buyer’s Company identification number and Tax identification number,
 - e. type of the goods and their quantity;
 - f. Company shall be entitled to refuse an order lacking the prescribed data and return it to Buyer for completion within a reasonable time-limit. Upon the expiration of this time-limit, the order shall be viewed as if it had never been delivered.

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2. An order is a draft of the purchase contract. Once the goods are delivered by Company in compliance with the order, a purchase contract shall be concluded to full extent.
3. The payment conditions and the delivery date shall always be stated through an offer sent via email.
4. Based on the offer, Buyer shall send a binding order to which Company's representative shall respond by confirming the content, the prices, the payment conditions and the delivery date. All data contained in the confirmed order sent by Company's representative must be thoroughly checked by Buyer and the order must be confirmed and sent back.
5. By sending the confirmed order back to Company, Buyer also confirms the acceptance of Company's General Business Conditions.
6. If Buyer changes the content of an order, the delivery date may be postponed.
7. If the cancellation of an order is required by Buyer, Company shall accept it only if made within 48 hours from the order being bindingly confirmed by Buyer.
8. The goods shall be considered as delivered by Company after being handed over to Buyer.
9. The goods are Company's property until fully paid for.
10. The objects of purchase are the goods delivered by Company. Buyer shall select the goods by placing an order according to the catalogue, the sent order, the website or a similar instrument issued by Company to this effect.
11. Unless agreed otherwise, the goods shall be delivered only on the basis of Buyer's order. An order may be placed in writing, via facsimile or by the transmission of data on the Internet network. If an order is not placed in writing, Company reserves the right to withhold performance if the order is not subsequently confirmed in writing.
12. Buyer shall confirm the receiving of the goods to Company's employee, the authorized carrier or the transportation service (PPL, TNT, DHL, PESTAN, Toptrans) on the delivery note. The confirmation must contain Buyer's proper

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identification in compliance with the generally binding laws along with the name and the surname of the person confirming the receipt.

13. Buyer acknowledges that the carrier shall not be obliged to verify the compliance of the data stated in the confirmation with the data according to the extract from the Companies Register or the trade license. Buyer shall bear full responsibility for observing the stated procedure and for the accuracy of the stated data. At the same time, Buyer shall bear full responsibility for the goods being taken over by the person authorized to do so in accordance with the above provisions. If any doubts about the delivery crop up later due to Buyer's unclear or inaccurate identification on the delivery documents, the order shall be considered as duly fulfilled and taken over by Buyer.
14. Unless Buyer notifies Company of a different delivery address, it applies that the place of delivery is the place of destination specified by Buyer in the order. If more addresses are specified, Company may fulfil the delivery by delivering the goods to any of these addresses if no exact place of delivery is specified in Buyer's order. The same procedure applies if, on the one hand, the order does state a place, but the delivery to the stated address has failed or the stated address has proven to be considerably difficult to access.
15. The delivery document pursuant to the previous provisions shall usually be the delivery note.
16. Buyer shall acquire the title to the goods only after the whole purchase price is paid. Liability for accidental destruction or loss of, or damage to, the goods shall pass onto Buyer once Buyer has taken them over.

III. Price and Payment Conditions

1. The purchase price shall be given by the pricelist or the order and shall always be identified for the relevant kind of goods on an invoice. Buyer is expected to be familiar with the pricelist.
2. The price is due on the date determined in the invoice.
3. If the delivery of the ordered goods is dependent on the compliance with the payment date specified in the issued pro-forma invoice, it shall be implemented only after the purchase price stated in the pro-forma invoice is paid.

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IV. Claims

1. After the goods arrive at the place of destination, Buyer shall be obliged to inspect their state and quantity. Buyer shall be obliged to claim quantity-related defects in writing in the CMR when taking over the goods. The re-counting of a shipment must be carried out in the carrier's presence. Buyer shall claim quality-related defects that can be ascertained, in exercising due professional care, already during the takeover of the goods in writing within 48 hours from the arrival of the goods at the place of destination.
2. Any other defects must be claimed immediately once discovered. Only the goods not apparently used may be claimed.
3. In case of a claim, Buyer shall dispatch the claimed goods at his/her own cost, whereupon this cost may be re-charged to Company if the claim is validated. If the claim is not validated by Company, all cost associated with it shall be borne by Buyer.
4. Buyer shall be obliged to support his/her claim by relevant evidence for Company to be able to address the defects in the delivery, in due and timely manner, abroad or with the carrier, the transportation service, the insurance company or any other person. In case of a claim, Buyer shall be obliged to notify Company of it and send the necessary documents.
5. In case of a claim, Buyer shall be obliged to first notify Company of it and shall send photos of the claimed items back to Company alongside the goods. In case the quantity is claimed, Buyer shall be obliged to support this discrepancy by sending a scanned CMR with a note on the discrepancy discovered during the takeover of the goods and confirmed by the driver.
6. Every product under claim shall be judged professionally by Company's qualified worker whose standpoint shall be duly described, including the result of the examination, and shall be entered in the written claim protocol and sent to Buyer.
7. Company reserves the right to dispose of a claim within 30 days.
8. The warranty period of 1 year shall apply to production defects only.
9. The claims of defects shall be considered as asserted in time if asserted within the time-limits determined by Company.

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10. The failure to observe the determined times or to support the asserted claims by the required documents may result in the cessation of Buyer's rights in defective performance.

V. Final Provisions

These Conditions shall come into effect on the date of being signed by the person authorized by Company – Truss Aluminium Factory a.s. If these Conditions are published on Company's website, they shall come into effect on the date following their publication. The newly issued Conditions shall make the previous Conditions null and void. The legal relationships established by the Conditions shall always be considered pursuant to the Conditions valid at the time of the respective legal relationship being created.

Truss Aluminium Factory a.s.
Ing. Jaroslav Rozbořil
Chairman of the Board of Directors