

B&BARTONI – BUSINESS CONDITIONS

“Buyer” – person or company that agrees with purchasing of goods

“Seller” – B&Bartoni Ltd., with residence in Doubraviččce 18, Dolní Cetno, 29430

Following conditions should be used for all the sales contracts about selling of goods from sellers.

1. Order

- Possibilities to make an order
- By telephone- telephone number: +420 326 335 225

- By e-mail – Your order can be sent to the email address: info@b-bartoni.cz
- By fax – Your order can be faxed to: +420 326 394 465
- Terms of an order
- Name of company, Billing address, Customer no., VAT no., Name and Surname of responsible person
- Delivery address – if it is different to the billing address.
- Telephone connection
- Catalogue number, description, quantity, price
- Any additional informatik

2. Order and Sales contract settlement

- All the orders made by any of above mentioned ways are binding. By making the order the buyer confirms that he learnt about these terms and conditions and that he agrees with them.
- The order is a draft of sales contract. The sales contract forms at the moment of taking over the ordered goods by the buyer.
- Property right of ordered goods switches to the buyer, under the condition of payment of the purchase price, by its taking over. The goods are till the moment of payment the property of the seller.
- By making the order by any above mentioned ways the buyer gives agreement to the seller for collecting and archiving the personal data about the buyer and his purchases.

3. Rights and obligations of the seller

- The seller is obliged to execute a binding order, to send ordered goods and to deliver at the given buyer's address. When accepting the shipment from the transporter the buyer should receive an invoice with the goods. The buyer is obliged to pay an invoice in prescribed due date, otherwise the seller is allowed to refuse in case of the buyer's next order.
- All the personal data that are part of the order are considered by the seller to be confidential. This data are according to the law protected against misuse and in principle it will not be delivered to the third party, except people that are directly involved in buyer's order processing (banks, transporters etc.) and only to the necessary extent.
- The seller has the right to refuse the order if the buyer repeatedly dishonour its obligation to take over the goods and to pay the purchase price.

4. Rights and obligations of the buyer

- The buyer is obliged to name correct and complete postal address where the ordered goods will be delivered.
- The buyer is obliged to take over the ordered goods and pay the total price. The buyer is notified with the total price when filling the order and in order confirmation that is sent immediately by return.
- When taking over the shipment the buyer is obliged to double-check the order state (amount of packages, tape integrity, box damage, etc.) and to refuse taking over of incomplete or damaged shipment. Incomplete or damaged shipment is necessary to report by telephone to the seller, immediately. The buyer should write up the record about damage with the transporter and this should be sent by 24 hours by fax or e-mail to the seller. In case of taking over the shipment the buyer has no further rights to claim the ordered goods towards the seller if damaged. By taking over the shipment further claim in respect of damage and incompleteness of shipment is dealt only with the transporter.

5. Payment conditions

- Presently you can pay by these ways:
- cash on delivery (COD) – when taking over the shipment, in case you have the goods imported by transport company
- bank transfer – on the basis of an invoice, the payment is implemented in due time set in an invoice. The goods are delivered without any other fees.
- The seller reserves the right to change the price. The seller always when confirming the order has to confirm validity of the price of the ordered goods. In case that the price reported by the seller is higher than the price stated in the order, the buyer can accept a new price or to cancel his order. In case that this new, valid price is lower than the one stated in the order, the goods are going to be delivered to the buyer in this actual (lower) price. The buyer has to pay to the seller all invoices to full extent during fixed term that is mentioned in an invoice. If the buyer does not pay in the fixed term, he is going to be considered as defaulter and the seller is allowed to charge to the buyer a delay charge, eventually court costs.

6. Return of the goods

You can return only new and unused goods and that in the period of one month. After returning the goods you will get the credit note with 20% of drawback from original value. Exchange of the goods is possible only if there is evidence of damage of the component or of the product.

7. Guarantee

Guarantee applies to the defects of material or construction faults of the components, products or their components. The guarantee does not apply to ordinary wear and tear. In case of legitimate complaint the seller is obliged to change the goods for the buyer or to return his money back to full extent of the value of the goods. The seller does not have any other responsibility towards the buyer. The seller is not in any case responsible for adjoining or resulting damages. The claims should be accepted only in writing.

8. Shipment

- The consignments should be delivered according to your wish by following delivery services
- Czech post, DHL courier