

General Terms & Conditions

OPERATIONAL PROCEDURE FOR THE PRESENTATION AND SALE OF PRODUCTS THROUGH THE WEBSHOP

DEFINITIONS

1.1 In terms of this website:

1.1.1 Supplier is MORAVIA PROPAG, s. r. o., IČO 25504428, seated at Karásek 2130/7, Řečkovice, 621 00 Brno, Czech Republic, or any other person acting on her behalf or supplying Products on her demand. Supplier also owns this website, platform and Webshop.

1.1.2 Buyer is any person involved or interested in entering a contract with intention to buy a Product or Products using Webshop. Supplier declares he intends to trade solely with persons who buy Products for business purposes only. Buyer declares he is not a consumer in terms of any applicable Consumer-protection law.

1.1.3 Webshop is this communication platform between Supplier and Buyer to share an information about the products, product prices and tracking order status with possibility to place a binding orders. Webshop is property of supplier. The Parties will use the webshop as primary ordering tool.

1.1.4 Product is every good, chattel, right or any other legally transferable property offered to be bought through Webshop.

1.2 All orders through Webshop are considered as binding.

1.3 Each user has right to order Products through Supplier's Webshop.

1.4 Any user of this website, platform or Webshop is allowed to use them to learn about Suppliers offer of products, or to enter into a contract of purchase with Supplier. Any other use of this website, platform or Webshop is forbidden and Supplier does not take any responsibility for trespassing this regulation.

ORDERING PROCESS

Ordering of Products is allowed through one of the following procedures, depending on kind of Product:

2.1 Products in stock:

2.1.1 Products in stock are those offered in the Supplier's Webshop at Products in stock section. The buyer can order only the quantity the Supplier has in stock. This quantities are visible at Webshop as "in stock" information at product card.

2.1.2 The Supplier undertakes always to be capable of delivering the Products within 2-5 weeks of the Supplier's receipt of a Purchase Order

2.1.3 Stock level of Products in stock to be decided solely by Supplier.

2.1.4 Products in stock section will be closed during period of time when Ordering Window is open

2.2 Ordering Window Products

2.2.1 Ordering Window Products are goods produced pursuant to order upon request of a Buyer based on the products available at Ordering Window section of the Webshop at the time of the order. Available products are to be updated on regular basis. All items were revised and approved by group brand managers.

2.2.2 Ordering window will be open for limited period of time. This period will be clearly stated in Ordering window calendar section and in ordering window section as countdown (only once ordering window is currently open). System will not allow buyer to place an order before ordering window is open either after ordering window is closed.

2.2.3 Buyer fills quantities he would like to order. Webshop calculates current price including logistics costs. Order is binding once buyer confirms the order by clicking on Submit the order button.

2.2.4 Each product on the List of Products will have a minimum production amount, which has to be reached by all Buyers cumulatively. Products which did not reached minimum order quantity will not be considered as order and does not have legal effect. Supplier has to inform the buyer.

2.2.5 Webshop calculates current price based on currently reached quantities by all buyers in every moment. This price can only be decreasing versus price confirmed before ordering window.

2.2.6 After the Order window is closed, the Supplier will check that minimum production quantity is reached from all valid orders. The Supplier notifies Buyers if Ordering Window Products will be produced or not and announces final landed price and a delivery date per each kind of produced Product.

2.2.7 Final price of Ordering Window Product will be determined in accordance with the amount of this Product ordered by Buyers at the moment when ordering window is closed. The bigger will be the final amount of ordered products in question the smaller will be its per-unit price.

2.2.8 After the notification regarding produced goods, their price and term of delivery the Supplier will begin with production of ordered Products.

DELIVERY

3.1 Products in stock will have approximate term of delivery of each Product stated at the Supplier's Webshop. Webshop will calculate delivery time based on location of purchaser.

3.2 Supplier will inform a buyer about the term of delivery of Ordering Window Products not later than 10 days after the Order window is closed.

3.3 Terms of delivery of products are ruled by INCOTERMS 2010.

INVOICING AND PAYMENT FOR THE ORDERS

4.1 Payment term, method and other details and conditions shall be shown in check-out phase of the buying procedure. By confirmation and sending of the order, the Buyer agrees with those terms and conditions, any proviso will be disregarded.

4.2 Payment terms are ruled by one of following procedures and conditions :

4.2.1 Payment by credit card

Payments are possible through the credit cards issued by Visa, Mastercard or Amex.

A payment through a credit card must be carried out immediately for products in stock. For Ordering window orders it has to be within 2 days from Ordering window closure. If not, order expires.

4.2.2 Invoice Payment

Unless agreed otherwise in a contract binding both Buyer and Supplier, Buyer is obliged to pay within 20 days from receiving an invoice from Supplier provided delivered invoice contains correct information and identification of Buyer, Supplier, ordered goods, their amount and price, terms of delivery and any other information expressly agreed with Supplier. Primary invoice delivery method is per e-mail or through Webshop, provided Buyer confirms receiving of invoice. In case a delivery of invoice is not confirmed Supplier may deliver invoice in writing or withdraw from the contract of purchase.

4.2.3 Advance payment

The whole price will paid in advance. The delivery will not took place until the price is paid in full. If the price is not paid within the 7 days following the delivery of proforma invoice, the order expires and Supplier is not obliged to deliver ordered Products.

DELAYS AND SUPPLY INTERRUPTIONS

5.1 The Supplier undertakes that delivery of the Products will take place on time and at the place specified in the relevant Purchase Order, as this is very important to ensure effective production and logistics.

5.2 If Buyer does not pay any sum due to Supplier under this agreement, Supplier may charge interest on the outstanding sum from the due date until the actual date of payment (after as well as before judgment) at a rate equal to 2% per annum above the base rate of European Central Bank.

CUSTOMER SERVICE DESK. CLAIMS

6.1 Primary contact point for any customer service issues or claim are account managers. Each customer has dedicated account manager. To find particular account manager dedicated to your country please check at your profile.

6.2 Beside network of account managers The Supplier will secure a Customer Service Desk services within the Business Days of the Customer Service Desk Business Hours for the respective region of service. Customer service desk is based in Czech Republic.

6.3 The Customer Service Desk shall supply customer services by e-mail and chat in English.

6.4 If a delivery or part of a delivery is delayed, including as a result of a Force Majeure Event, Supplier shall as soon as it becomes aware of such delay, immediately inform AIL and the relevant Customer in writing, stating the reason for and expected duration of the delay, and the revised delivery date.

6.5 The Customer may raise a dispute for delay of delivery or nonconformity of quality and/or quantity – missing goods, concealed damage of product inside of the originally taped box from Supplier, without visible damage on box, damaged goods – refers only to the visible damage upon shipment arrival – on spot pictures are obligatory, inversion, over delivered Goods. Claims for Defects due to transportation shall be made within 3 days of the receipt of the Products. Claims for any other Defects shall be made within the Warranty period. Supplier shall resolve every claim within the period of 30 days from receiving a claim. Supplier has right to resolve a legitimate claim by following methods, either by one of them or by their combination:

6.5.1 by restoration to original condition of product;

6.5.2 by supplying a new product;

6.5.3 by providing a discount or

6.5.4 by cancelling a contract of purchase and returning a purchase price.

In claims resolved at least partially according to paragraphs 23.2. and 23.4. Supplier has right to retrieve disputed product; in claims resolved according to paragraph 23.1. Supplier has right to retrieve damaged and/or replaced parts of disputed product.

INTELLECTUAL PROPERTY RIGHTS

7.1 The Supplier owns the intellectual property rights over the Webshop platform. By the installation and registration of a User to the Webshop platform, the User is granted the right to use the Webshop platform in order to use the Services. It is not allowed the Webshop platform or any of its parts to be copied, transmitted, and broadcasted without the preliminary consent of the Supplier in writing.

7.2 The Products shown in the Webshop platform and/or images can be a registered trade mark/s or intellectual property of third parties and their usage is prohibited without the consent of the respective proprietor. According to the Frame Services & Products Supply Agreement signed between the Supplier and Asahi International Limited, seated at ... (further referred as "AIL"), the Supplier is granted that the use of such Intellectual Property Rights by the Supplier for providing Services do not and shall not infringe any Intellectual Property Rights of any third party outside Asahi Group.

7.3 Subject to User's compliance with these Terms of Use, Supplier or its content providers grant to the Users a limited, non-exclusive, non-transferable, non-sublicensable license to access and use of the Services. This license does not include any resale, any derivative use of any Supplier's Services. All rights not expressly granted to the User in these Terms of Use are reserved and retained by Supplier or its licensors, suppliers, publishers, rightsholders, or other content providers. No Supplier's Service, nor any part of any part of the Webshop platform, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of ALL or Supplier. User may use the Supplier's Services only as permitted by law. The licenses granted by Supplier terminate if the User do not comply with these Terms of Use.

PRIVACY POLICY AND COOKIES

8.1 The Supplier respects the privacy of every User who uses the Webshop platform and/or the Site and adopts careful procedures to protect user's data. Information and rules regarding Suppliers privacy can be found in standalone document here ([link](#)).

8.2 This website (Webshop) operates with cookies. Information and rules regarding Suppliers privacy can be found in standalone document here ([link](#)).

8.3 Both of these documents (according to paragraphs 8.1 and 8.2) are legally effective against each person legally bound by these terms and conditions. The change of these document is not considered as change of these Terms and Conditions and vice versa.

MISCELLANEOUS

9.1 Any dispute or claim relating in any way to your use of Webshop platform, or to any products or services sold or distributed by Supplier, will be referred to and finally resolved by arbitration under the Swiss Chamber of Commerce that are in force at the time of applying for arbitration, and which rules are deemed to be incorporated by reference into this Clause. The number of arbitrators will be three. Each Party shall appoint one member of the Tribunal and such Party appointed members will agree and appoint the Chairman of the Tribunal; if the Party nominated members cannot agree, the Chairman will be appointed by the Swiss Chamber of Commerce. The seat, or legal place, of arbitration will be Zurich, Switzerland. The language to be used in the arbitral proceedings will be English. The arbitration proceedings, including all documents produced in connection with the proceedings, will be confidential. The governing law of the arbitration agreement will be the same as the governing law of the contract among the parties. In case when governing law of the contract was not agreed upon, or if such an agreement is disputed, then the governing law is Czech law, until found otherwise by the Tribunal.

9.2 If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

9.3 Supplier is free to change these Terms and Conditions at any time. Such a change is effective at the moment when the new version of Terms and Conditions is published on Webshop.

If you experience problems with the Site or would like to comment on it, please feel free to contact the Supplier's Customer Service Desk.