

TERMS OF TRADE – Warranty Claim Guidelines and Instructions for Handling and Maintenance

I.

These “**Terms of Trade**” form an integral part of the Purchase Contract made between the Supplier and the Customer, and they apply to the full extent unless other terms and conditions have been agreed in written in the Purchase Contract. These Terms of Trade are available at www.tempuslibri.cz, where they are updated. Persons authorized to sign the Purchase Contract (or to enter into an oral purchase contract if applicable) on behalf of the Supplier are the Company’s managing directors and sales representatives, or other persons authorized by the managing director.

II.

The Customer is obligated to complain about defects in quantities, damage to goods and obvious defects in written, immediately upon acceptance of goods in the case of a direct delivery, or within seven working days after the acceptance of goods. In the case of a delivery made by post or other carriers, it is the Customer’s obligation to complain about defects in quantities and damage to goods in written immediately, however, within three working days at the latest after the delivery of the consignment. The Supplier will not take account of any complaints made later. The Customer must not dispose of the defective goods howsoever, and the goods must be presented to the Supplier on request, to the full extent of the complaint.

III.

If a defect of the goods supplied occurs, the Customer is entitled to complaint about the defect within the dates stipulated in Article II hereof with the competent sales representatives, or in person at the Supplier’s headquarters.

Any Letter of Complaint must include the following basic data: a) kind of goods; b) number of pieces of the goods complained about; c) whether it is a warehouse complaint or a complaint by a customer; d) type of defect – exact description of the defect, and whether the complaint of the defect is repeated. The Customer is obligated to hand over the complete goods complained about to the Supplier (including wrapper in the case of gift wrapping), at the Customer’s expense (postage, freight, packing charges etc.) unless agreed otherwise between the Parties.

IV.

The Supplier will not admit the claim especially in the following cases: a) the goods complained about were supplied to the Customer by another supplier; b) the goods complained about were delivered incomplete (missing parts of goods etc.), mechanically damaged or otherwise devaluated by unprofessional intervention, fall, unprofessional handling etc. (see Article VII); c) the goods are not supplied with the appropriate letter of complaint stating the above data. In case the goods are sent to the Supplier, the Customer is obligated to pack the goods duly so that it could not be damaged during transport.

V.

The Supplier pledges to settle any complaint without unnecessary delay, however, **within 30 days** at the latest after the day when the Supplier received the goods complained about from the Customer. If the complaint is settled by repair of goods, the period from the date of submission of the complaint until the date of handover of repaired goods to the Customer is not included in the warranty period. If the complaint is settled by exchange of the defective goods for faultless, a new quality warranty period related to the new goods begins on the date of delivery to the Customer.

VI.

In case the Customer complains about defects in quantities (or damage of the surface of goods if agreed), the Customer is entitled to be delivered the goods missing (in the case of damage, to be delivered replacement goods), or to be issued a credit note to the invoice issued. In the case of defects of quality of goods, the Customer is entitled to claim that the defects be removed by repair of the goods. If the goods cannot be repaired, the Customer is entitled to the replacement of goods or to a credit note to the invoice issued, and to the return of the financial amount within 30 days at the latest after the date of complaint.

VII.

The facsimile is prepared for a protocol handover (completion certificate or delivery note) after the actual purchase price, or the agreed advance payment, has been paid. The Customer will be asked to accept the facsimile as soon as the condition of the payment is met. In case the Customer does not respond to a repeated call for accepting the facsimile, and will not accept the facsimile within 20 days from the call, the Supplier reserves the right to offer the unaccepted facsimile to the next customer in sequence. The Customer agrees that the paid price or agreed advance payment may be used by the Supplier as an advance payment for a different item from the current offer of the Supplier. The Customer is aware that the purchase price or advance payment for facsimile can not be returned to the Customer (provided the Terms of Trade were not violated).

VIII.

The facsimile supplied does not require any special maintenance. Do not expose to direct sunshine or any other thermal or luminous radiation. The facsimile should be opened up to 120° at the maximum; please place it back to the protective wrapper after manipulation. Do not clean chemically or with water – only mechanical dry cleaning or light (non-pressure) blowing is allowed. The facsimile must not be in contact with alcohol and solvents. Protect against moisture. Store in the protective wrapper (i.e. closed, so that the binding may not be exposed to long-term pressure), in temperatures from +5 °C up to +30 °C. No object should be inserted in the facsimile (including paper, bookmarks etc.); there is the risk of embossing the structure in the carrier material or damaging the print. Pay attention to clean and especially dry hands when handling the facsimile, or use protective gloves. Greasy or sweaty hand cause irreversible tracks on printed areas and materials used. Materials used are flammable.

IX.

The facsimile is accompanied by a Certificate of Authenticity and Quality, which certifies the authentic serial number in the limited collection of each book. This certificate is issued on the name of the owner of the facsimile (who does not have to necessarily be the purchaser). The supplier therefore reserves the right to contact details of the final owner of the facsimile. Based on such information the above-mentioned certificate of authenticity is issued with the facsimile.

X.

The supplier does not operate e-commerce, only allows for an electronic transmission of orders. In case of cancellation of an order the supplier is entitled to charge cancellation fees for the initiated production and related administration. The cancellation fee is 1800 CZK (one thousand eight hundred Czech crowns) without VAT per each item of the order. The supplier shall issue a proper tax receipt for the charged cancellation fee. The Customer agrees to pay this cancellation fee in case he or she withdraws from the binding order of the facsimile.

XI.

Both the Supplier and the Customer represent to be acquainted with these Terms of Trade when making the Purchase Contract, and they consent with them. Mutual rights and obligations in other matters, not regulated explicitly by these Terms of Trade, obey the relevant provisions of the Commercial Code, as amended.

Tempus Libri spol. s r.o., Revision: September 2010