

GENERAL TRADING CONDITIONS

Generally

Supplies of goods and services abide by the under mentioned general trading conditions. The buyer's general trading conditions are not accepted. Buyer's changes of discretions and duties in agreement with the contract of purchase are allowed solely with the seller's written agreement.

Positive law

The trading conditions and business relations between a buyer and a seller abide by the law in the Czech Republic. Another national law, as well international law is eliminated from the relation.

Prices

The prices stated in our catalogue are not binding. If there is the change of the price in the catalogue, it will be told to the buyer in the written form and there will be a seven day time limit to back out of the contract. After the lapse of the time limit the price is considered to be agreed. All prices are listed without VAT, package, transportation and insurance of the good. The quotations can be exceeded maximally by twenty percentages. We stipulate mistakes and errors of the printing. Please, check out actual prices at www.kasparaero.cz.

Terms of delivery

The partial delivery and the partial fulfilment are allowed. Each partial delivery and each partial fulfilment are in this case an individual delivery and fulfilment. Entire good is immediately delivered after the manufacturing. Our appointed terms of the delivery are not-committal. The good is sent on the buyer's cost and danger. We are not responsible for damaged goods and a late delivery as well for consequences. The good can be insured on the buyer's written request and his costs. Damage on the good caused by the transportation must be immediately conveyed to the purveying transporter. In case that the buyer will not accept the good; he is obligated to cover incurred costs of transportation and ten percentages of the purchase price.

Payment conditions

The fulfilment is done by the invoice with the fourteen day maturity unless it is said alternatively bank charges are paid by the buyer. Cheques are not accepted. If it is not paid in the mentioned term we postulate the right to charge the default penalty. The buyer is not entitled to hold back the payment or exercise unjustified claims by reason of the issuable fulfilment.

Property right

The good is the property of the seller up to the full payment of the purchase price. In case the buyer handle the good to another person in the connection with the business activity, yet the good is still the property of the seller. The seller can repudiate the property right on the request of the buyer provided that he will sustain the guarantee.

Granted guarantee

We give the guaranteed period set by the law on our delivered good starting with the obtaining of the good. At first, buyer has the claim to remove the fault on the good and only then the claim to retreat from the contract. The claim to change the good does not exist.

The rules for the mending:

- A) After finding the fault the buyer has to immediately let it be known in the written form to the seller. The guaranteed period for parts used during the reconstruction is valid according to the original purchase contract.
- B) The claim for the guarantee expired in case the buyer did not announce the fault on the good, regardless, he still used it, he did not use it in agreed manner, he overtaxed or adjusted the good. Otherwise he mounted another parts into the delivered good that had not been agreed by the seller, he did not respect the instructions of the operation and the maintenance and the documentation delivered with the good. The natural wear and tear is excluded from the guarantee. The seller does not grant the compatibleness in the connection with other sellers' good.
- C) The return of the good in the guaranteed period can be done only in case that the buyer sent the number of the invoice and the description of the fault on the good in advance. Consequently the buyer must give an opportunity to take back the good. The copy of the invoice must be enclosed to the delivery. The good sent without the previous agreement will not be accepted. In case the good will be sent to the seller during the guaranteed period unwarrantably, the costs including the transportation will be charged to the buyer.

The following applies to custom manufacturing:

Components are manufactured based on the specifications provided by the customer in advance. The customer is liable for any errors in the specifications. In the event of a change in material standards, for materials used to manufacture the component, the offer always includes an equivalent based on our discretion. By accepting the offer, the customer accepts the specified material equivalent. Standard ČSN ISO 2768-mK is generally applied for untolerated dimensions. Other standards defined in the specifications are converted to the most approximate ČSN EN standard. Finishes are executed in accordance with ČSN EN 1403, ČSN EN ISO 2081, ČSN EN ISO 7599. Requests for manufacturing based on different standards shall be specified in the order.

The return of the good

The good sold out of the Czech Republic is able to return only after the agreement with the seller. The rules for the final customers in the Czech Republic are: each product that you buy is possible to return without giving reasons within fourteen days unused and undamaged. The return of the good must be announced in advance in the written form. If the buyer will not deliver the good back to the seller himself, the seller will let take out the good by the transportation company. Please enclose the copy of the invoice to the delivery and mark what good according the fourteen day term you return. The purchase price is usually return in the form of the credit note or in the other agreed manner in advancen but fundamentally in the area of the Czech Republic. The amount for the transportation will be subduct from the value of the good. After obtaining the good by the seller the purchase contract or the invoice is not valid. The condition of returning the purchase price is that the good is sent undamaged and the package is not ruined in accordance with the texture of the good. The right to return the good is only for the amount usual for the final consumption. If the good is manufactured for the individual order there is no right to return this good for any customer. If the buyer is the person who dedicates to the selling and manufacturing of the delivered good there is no right to return the good in the appointed term. In that case the seller stipulates the right to determine the conditions of returning the good.

Responsibility

Responsibility of the seller's legitimate representatives and workers to the buyer is excluded except the case of the rough carelessness. The parts delivered by our company are set for the sport flying device that is carried out on the danger of the buyer (except the parts with the set method of the exams). We reject all responsibility for health and the property caused by using of these parts.

The place of the fulfilment and the place of the trial

The place of the fulfilment is the seat of the seller. In case of the disagreement, the court in the place of the seller is relevant.

The protection of the dates

The buyer agrees with the using the shared information about his personality in the seller's database. The seller promises not to give it to another person and looks after it as private.

The Invalidity

In case of the invalidity of any regulation of general trading conditions the rest remain valid.