



General terms and conditions

1. Documents

- a. Deck Art Technical Product Information represents our document describing the functional and technical specification of our product;
- b. Deck Art Installation Information represents our document describing the installation, site preparation, handling instructions and tooling instructions;
- c. Deck Art Care and Maintenance Instructions represents our document describing the care, maintenance and cleaning instructions;
- d. Deck Art Material Safety Data Sheet represents our document describing technical data, dimensions, tolerances, product content and safety information; and
- e. Deck Art Subfloor Heating and Cooling represents our document describing the instructions for the application of our product on subfloor heating and cooling.

2. General

These conditions, along with the documents defined in article 1, determine the sale, delivery and (if agreed) installation of Deck Art products. No other conditions apply unless signed by both parties in writing.

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3. Quotations and Delivery Notes

Quotations issued by us will be valid for thirty (30) days unless otherwise stated. Quotations can be adjusted or revoked by us in writing. Every order issued by a customer to us shall be subject to our acceptance.

4. Prices and Trade Terms

Prices are offered in EUR, exclusive of sales taxes.

Prices are based upon ExWorks basis unless otherwise agreed in writing.

5. Payment

Payment must be made in advance prior to delivery unless other payment terms are agreed in our order confirmation.

6. Delivery

We will endeavour to abide by reasonable business practices to meet the agreed delivery batches and/or delivery dates, provided you have fulfilled payment obligations and submitted all shipping details.

Any delay in the fulfillment of the conditions mentioned above will oblige you to compensate us for the additional costs resulting from the suspension of the execution of the contract.

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In case the products cannot be dispatched to their destination at the date scheduled by reasons not attributable to us and/or outside our reasonable control, we shall be entitled to store the products concerned at your expense and risk. In such case you are obligated to reimburse the storage costs within fourteen days of our first demand and any and all additional expenses so incurred.

7. Defaulting Payments

If an invoice is not fully paid in time, you are in default, without further notice, being required.

We are then entitled to (I) suspend or (II) cancel the execution of accepted orders or (III) to charge to you the over the due interest amount and (IV) all costs and expenses incurred by us as a result of said default and (V) all other rights available to us under these conditions or applicable law.

8. (Extended) Retention of Title

All products shall remain our property until all of our claims against you, most specifically payment, have been satisfied in full. You shall give us any assistance in taking any measures required to protect our property rights and not resell or install the delivered products without our prior written approval. Any proceeds from such resale or installation shall be our property. Such use of our products entitles us to full and immediate payment.

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9. Installation

If installation of the products is agreed upon, our price is based on the fulfillment of the following provisions at your expense:

- a. The provision of adequate and lockable storage on or near the installation site will be supplied in accordance with the *Technical Product Information* and *Installation Information* for the product concerned in such a way that the products are protected against theft and any damage; any item lost or damaged during the storage period shall be replaced at your cost;
- b. The timely execution and completion of the site preparatory works at your sole expense and risk, in accordance with the *Technical Product Information/Installation Information* and our other instructions, which we shall indicate to you in due time; the site preparation shall be in compliance with all safety, electrical and building rules and regulations relevant for a proper and safe installation of the products. The installation site shall be made available to us clean, flat and without obstacles in due time to enable us to start the installation work at the scheduled date; our installation personnel shall not be called upon the installation site until all preparatory works have been completed;
- c. The timely provision (free of charge) of the permits, licenses, rights of way, etc. of the pertinent authorities required for or in connection with the installation of the products;
- d. The timely provision of transport equipment at site upon our request;

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e. The availability (free of charge) on or near the installation site of adequate and lockable rooms for our personnel (equipped with sanitary installations) and for the storage of our personnel's tools and instruments;

f. The availability (free of charge) for the destruction or disposal of packaging and other materials;

g. Pricing is exclusive of the price for any variations or additional work to be done or work to be omitted.

In case any or all of the above conditions are not, not properly or not timely complied with, or we have to interrupt our installation works for reasons not attributable to us, the period for completion shall be extended accordingly and any and all additional costs resulting therefrom shall be for your risk and account.

WE NEITHER ASSUME LIABILITY NOR OFFER ANY WARRANTY FOR THE FITNESS FOR USE OR ADEQUACY OF THE SITE IN WHICH THE PRODUCTS ARE TO BE INSTALLED, USED OR STORED.

10. Commissioning, Handing-over and Acceptance

In case installation of the products is agreed upon we shall notify you when the products installed will be ready for commissioning, handing-over and acceptance, inviting you to attend our standard acceptance inspection as may have been agreed upon to demonstrate compliance with the agreed *Technical Product Information*, *Installation Information* and/or *Material Safety Data Sheet* and/or to inspect the installation work. If you fail to attend on the date notified, our staff will conduct a final inspection of the products and installation works and acceptance shall in such case

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take place on the basis of the results stated in the acceptance certificate signed by our staff.

In case of rejection of the products installed for justified reasons solely attributable to us, a detailed report shall be submitted to us in writing within two working days after completion of the acceptance inspection. We shall correct the shortcomings as soon as possible and the relevant parts of the acceptance procedure shall be repeated within a reasonable period of time in conformity with the procedures outlined above.

If within two working days after completion of the acceptance procedure we have not received the acceptance certificate signed by the customer or a report of rejection for justified reasons, the products and installation works shall then be deemed as having been accepted by you. The taking into use of any of the products installed shall also constitute acceptance of the products and installation works concerned.

Any partial non-fulfillment of our obligations solely attributable to us entitles you to withhold the final installment of payment but only to a corresponding, reasonable amount. Minor defects or deviations not affecting the use of the products installed shall be stated in the acceptance certificate, but shall not obstruct or suspend acceptance. We undertake to remedy such defects as soon as possible.

11. Complaints and Returns

Any complaints of erroneous dispatch and/or apparent damage to the products supplied shall be notified in writing within two working days after receipt of the products by the customer, giving the reason for the request to return the products and the date and number of our invoice. If the return of the products is agreed upon by us in writing by means of a return authorization notice, the products shall be

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scrapped or forwarded in accordance with our instructions. All products returned must be consigned, insurance and carriage prepaid by you and packed in their original packing.

12. Limited Warranty

Specifications of the products or samples delivered by us, including without limitation those regarding dimensions, colour, structure, as well as any other information contained in the documentation made available to you shall not constitute warranted characteristics. Warranted characteristics are only such characteristics that have been expressly confirmed as being warranted in writing by us. However, we retain the right to deviate from the warranted characteristics of the products and to incorporate technical improvements or further innovations.

We warrant the good quality of the products supplied for the period of twelve months as from the date of acceptance or from the date on which they have been put into use, whichever comes first, but in no event for more than eighteen months as from the date of dispatch, against defects which appear under proper use, and which arise solely from faulty materials or workmanship. The warranty does not cover damage sustained by normal wear and tear or arising from external influences such as moisture, damp substructure, mechanical stress, loads, light, chemical, biological or in consequence of negligence, misuse or improper installation, -use, -maintenance, -repair, -alteration, -storage or -return handling in accordance with the documents mentioned in section 1 above (*Technical Product Information, Installation Information* etc.) or unauthorised combining with third party products.

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Under this warranty we shall (I) replace parts that have proved to have such defects as defined above, always free of charge, provided that we have been informed by you in writing (including e-mail) during the warranty period within seven days after the defects have revealed themselves, or (II) if replacement is not feasible as determined by us then the compensation for damages shall apply as sole remedy.

13. Complaints

You shall in no event file a complaint towards us when you have processed the products despite the shortcomings in the delivered products.

WE SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES OTHER THAN THOSE FOR WHICH WE HAVE EXPRESSLY ASSUMED LIABILITY AS DEFINED HEREIN AND OUR LIABILITY SHALL IN NO EVENT INCLUDE ANY CONSEQUENTIAL OR OTHER SPECIAL OR INDIRECT OR PUNITIVE DAMAGES NOR FOR ANY LOSSES OF WHATSOEVER NATURE AND HOWSOEVER ARISING.

14. Force Majeure

In the event of the occurrence of force majeure, we shall be entitled to suspend delivery of the products and/or provision of installation works for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to you or a general contractor. In that case the time given for dispatch shall be extended for the period of prevention or delay caused by such force majeure.

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In case of such a non-attributable failure of performance the relevant part of the contract will be suspended. The party concerned will inform the other regarding the occurrence of such failure as soon as possible. In the event the suspension has lasted for five consecutive months or as soon as it is established that the suspension will last for at least five consecutive months, either party is entitled to terminate the contract partially or in whole without any liability or indemnity whatsoever towards the other party.

The expression "force majeure" represents circumstances or occurrences beyond one party's reasonable control (whether or not foreseeable at the time of signing the contract) in consequence of which one party cannot reasonably be required to execute its obligations under the contract. Such circumstances or occurrences include but are not restricted to: war, civil war, insurrection, fires, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required (including import clearance or approvals), defaults or force majeure of suppliers or subcontractors.

15. Law and Courts

Any dispute which cannot be settled amicably shall be resolved exclusively by the competent court in Serbia. The United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.

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