

**RADKA ŠILHAVÁ, Berounská 290, 267 01 Králův Dvůr, Czech Republic,
IČ: 88667243, DIČ: CZ8358260625**

TRENDY VINYL

GENERAL TERMS AND CONDITIONS

Unless otherwise agreed in writing, the terms described herein ("General Terms and Conditions") shall apply to and govern any purchase arrangement between Radka Šilhavá, („Radka Šilhavá“) and a customer ("Customer") to supply products, including but not limited to, vinyl discs in miscellaneous packaging and printed parts ("Products"). These General Terms and Conditions supersede any terms and conditions contained in any document supplied by the Customer.

1. Order and Order Acceptance

1.1.

All orders must be in writing and shall be considered accepted if confirmed in writing by Radka Šilhavá.

2. Delivery Time and Delivery

2.1.

All delivery dates, whether agreed in writing or otherwise, are estimates only and Radka Šilhavá shall not be responsible for late delivery. Radka Šilhavá shall not in any event be liable to the Customer in contract or tort or otherwise for any indirect or consequential loss or damage whenever or howsoever arising, including without limitation, loss of profit, loss of revenue, economic loss, depletion of goodwill and pecuniary loss of any kind whatsoever.

3. Force Majeure

3.1.

Radka Šilhavá reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of the products ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Radka Šilhavá including, without limitation, acts of God, governmental actions, war or natural emergency, acts of terrorism, protest, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

4. Invoicing, Terms of Payment

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic

4.1.

Invoices shall be paid before the beginning of production.

4.2.

Payments shall be deemed received by Radka Šilhavá when credited to Radka Šilhavá's account.

4.3.

Radka Šilhavá shall have a right to withhold delivery of Products to the Customer if the Customer has outstanding debts to Radka Šilhavá that are past due.

4.4.

The Customer is not allowed to withhold any payment due to Radka Šilhavá to set-off his/her counterclaim for whatever reason, unless previously agreed in writing with Radka Šilhavá.

4.5.

Radka Šilhavá is authorized to use funds received from the Customer to settle the Customer's invoices which are past due.

4.6.

The Customer shall be obliged to reimburse Radka Šilhavá for any VAT charges levied from Radka Šilhavá by the relevant authorities if the Customer supplies Radka Šilhavá with an incorrect VAT number or incorrect information about his/her VAT registration status.

5. Third Party Rights

5.1.

The Customer declares that he/she possesses all relevant rights including, inter alia, mechanical duplication rights and author rights ("Third Party Rights") and that all fees and royalties due to beneficiaries of Third Party Rights have been paid or will be paid when due. The Customer agrees to hold Radka Šilhavá harmless and to indemnify Radka Šilhavá in full for any costs and expenses incurred in case of any claim brought against Radka Šilhavá by a third party for breaching Third Party Rights when fulfilling the Customer's order. The Customer agrees that Radka Šilhavá is authorized to inform the relevant authorities (for example BIEM or IFPI) about the Customer's order(s) if required by Radka Šilhavá internal rules regarding Third Party Rights.

6. Right to Reject an Order

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic

Radka Šilhavá shall have a right to reject a confirmed order if:

6.1.

Radka Šilhavá determines, in its sole discretion, that the content to be duplicated is of an offensive nature.

6.2.

Radka Šilhavá does not receive reasonable proof, the reasonableness of which shall be determined exclusively by Radka Šilhavá, that the Customer possesses all the relevant Third Party Rights.

6.3.

Radka Šilhavá does not receive Production Parts according to Radka Šilhavá's technical conditions (see our websites http://www.trendyvinyln.eu/technical_conditions.html).

7. Storage of Production Parts

7.1.

The manufacturing basis materials mean the data required for the production of the medium, as well as printed materials, which are stored in the Radka Šilhavá server or are supplied by the Customer on a data carrier (CD-R, DVD-R and other carriers specified by Technical conditions). In order to prevent any possible confusion, the Radka Šilhavá observe the following rule: to each catalogue number of the Customer there is assigned only one single version of the manufacturing basis materials. In the event that for the re-edition the Customer would require the change of manufacturing basis materials, the original (out-of-date) basis materials shall be liquidated (both in physical form and in electronic form, i.e. the data on the server).

7.2.

Radka Šilhavá shall store Customer's Production Parts free of charge for a period of 24 months. Radka Šilhavá shall be entitled to destroy Production Parts that have not been used for a period longer than 24 months, without further notification of the Customer.

7.3.

Radka Šilhavá shall not be held liable for the loss, for whatever reason, or damage, of whatever nature, of stored Production Parts.

8. Ownership, Responsibility, Delivery

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic

8.1.

Products shall remain the property of Radka Šilhavá as legal and equitable owner until payment of all sums due to Radka Šilhavá from the Customer in respect of the contract have been received in full by Radka Šilhavá in cleared funds.

8.2.

Responsibility for damage of the Products supplied by Radka Šilhavá to the Customer shall be transferred from Radka Šilhavá to the Customer according to the delivery term FCA, as stipulated by INCOTERMS 2000 and unless otherwise stated on Radka Šilhavá's invoice for Products.

9. Claims

9.1.

Radka Šilhavá shall not accept any claim for Product(s) quality unless:

9.1.1.

The Customer notifies Radka Šilhavá in writing immediately after he/she has detected such failure and no later than 5 days after delivery. Hidden defects which could not reasonably be determined within 5 days after delivery shall be notified to Radka Šilhavá in writing immediately after having been discovered and no later than 2 months after delivery.

9.1.2.

Radka Šilhavá is able to have its own personnel inspect the claimed Product at Radka Šilhavá's office where the claimed Product would be sent if requested by Radka Šilhavá. In some cases it is sufficient to send a picture of the claimed Product, it depends on Radka Šilhavá's consideration.

9.1.3.

The percentage of Products claimed is greater than 1% of the total number of units delivered.

9.1.4.

If the Products delivered show upon delivery visible damage which could have been caused during transportation, the Customer must deliver to Radka Šilhavá a shipping document executed by both the Customer and a representative of a shipping agent stating the nature and scope of the damage.

9.2.

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic

Radka Šilhavá shall not accept any claim for the volume deficiency of an order unless reasonably documented by the Customer and unless Radka Šilhavá is notified within 48 hours after delivery.

9.3.

Radka Šilhavá is entitled to be reimbursed for expenses incurred during the examination of a Customer's claim (for example travel or shipping expenses) if the claim proves grossly unjustified.

10. Jurisdiction

10.1.

The formation, existence, construction, performance, validity and all aspects of the General Terms and Conditions shall be governed by the law of The Czech Republic and the parties submit to the exclusive jurisdiction of that country's courts.

11. Tolerance

There is always a production tolerance. (For example if you order 500 units, production tolerance is 25 units – it means you can get 475 – 525 units, you pay the real quantity then.)

These tolerances will be applied to every configuration/colour split.

In the event of any production shortfall where we deliver less than the ordered quantity we will of course give a discount with next order.

IMPORTANT NOTE: If you are ordering a special limited edition (e.g. hand numbered) where you must not fall into a negative tolerance you will need to order additional copies to cover the potential shortfall of your order.

12. Other

12.1.

No waiver by Radka Šilhavá shown or granted to a Customer whether in respect of these General Terms and Conditions or otherwise shall in any way affect or prejudice the rights of Radka Šilhavá against the customer or be taken as a waiver of any of these General Terms and Conditions.

12.2.

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic

The parties to this contract do not intend that any term of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or under such equivalent legislation as exists in the country where the customer has its registered office or permanent residence by any person that is not a party to it.

In Kraluv Dvur, 6.1.2020

Radka Šilhavá, Berounská 290, Kraluv Dvur, Ass.No: 88667243, VAT No: CZ8358260625, A natural person registered in the Trade Register by March 21, 2012, registration number: ŽIVN/1126/2012/Jir/4, register office: Beroun Municipality, Municipal Licensing Office, Czech Republic