

Preamble

ELEKTRO-LUMEN, s. r. o., ID no. 479 76 446, residing at Hranická 505, Hranice IV, Postal Code 753 61, the Czech Republic, registered in the Commercial Register held by the Regional Court in Ostrava, section C, entry 5823, is a professional company dealing with production and sale of lighting technique, designing and projecting of lighting, professional consulting and lighting audits. The company is an expert in the field of public lighting, industrial lighting, decorative and municipal lighting and illumination of sports fields.

I. Initial terms

These General Terms and Conditions (hereinafter referred to as the „GTC“) set out legal relations between the company ELEKTRO-LUMEN, s. r. o., ID no. 479 76 446, residing at Hranická 505, Postal Code 753 61, HRANICE IV, the Czech Republic, registered in the Commercial Register held by the Regional Court in Ostrava, section C, entry 5823 (hereinafter referred to as the „Seller“) and the purchaser or customer (hereinafter referred to as the „Buyer“) and they form an integral part of all contracts – sales contracts, contracts for work, and contracts on purchasing (hereinafter referred to as „the Contracts“). Only an individual provision of the Contracts, if they are different from these GTC, take precedence over the GTC. The Seller issues in the sense of §1751 of the Act no. 89/2012 Coll., the Civil Code, as subsequently amended, these General Terms and Conditions (the GTC), which stipulates the rights and obligations of the contractual parties during fulfilment of their contractual obligations. The GTC are an integral part of a contractual relationship entered into between the Seller and the Buyer and they define part of the content of the contract, whilst the divergent provisions in the contract take precedence over these GTS. The Seller and the Buyer agree that their rights and obligations are governed by the GTC valid and effective on the date of entering into the respective contractual relationship. Up-to-date valid and effective GTC is published on the website of the Seller www.el-lumen.cz. The Seller reserves the right to unilaterally change the GTC even during the continuation of the contractual relationship with the Buyer, in case of which the Buyer will be informed about the change by publishing of a new GTC on the website www.el-lumen.cz. In case of change of the GTC which the Buyer does not approve of, the Buyer is entitled to cancel the contract within one month from the publishing of the new version of the GTC on the website of the Seller www.el-lumen.cz by a recorded delivery mail delivered to the permanent residence address of the Seller. In that case the Seller is entitled to claim settlement of all costs incurred while fulfilling the contract for the Buyer. In case that the Buyer does not use his right to cancel the contract, it is thought that he approves the changes in the GTC and the contractual relationship is governed by the changed GTC from the date of expiration of the period for cancellation.

II. Subject of purchase, the order

2.1 The Seller is obliged to deliver the goods according to the commercial assortment specified in the graphic and written materials. By the goods also the spare parts are meant.

2.2 For all products the so-called „Certificate of Conformity“ is issued according to valid legislation and the related government legislation on assessment of conformity according to directives of the EU.

2.3 The Sales Contract is entered into on the basis of an order of the Buyer (sent by email, mail) and confirmation of the order by the Seller (sent by email, mail).

2.4 The Order has to include the following items: the number of the order and the date of issue of the order, determination of the Buyer, the Recipient of the goods (the name of the company, address, ID no. VAT no. Bank details and number of the bank account), contact details (email, telephone number), type of goods (specification according to catalogue or offer of the Seller), required amount, place of delivery and name of person authorized to act on behalf of the Buyer (incl. Phone contact). Without these requirements the order is not valid.

2.5 The recommended term of delivery for placing of the order is at least 6 weeks before the required delivery date.

2.6 Prices, delivery and payment conditions are binding only in case they have been confirmed by the Seller.

2.7 The Seller sends a confirmation of the order to the Buyer (by e-mail, letter). By confirming the Buyer's order, a binding purchase contract is concluded. The Seller is also entitled to confirm the order even in part of the ordered goods.

2.8 The Buyer is aware that the Seller is entitled not to place a Buyer's order in production if, at the time of receipt of the order, it records the Buyer's outstanding payables to the Seller (invoices after maturity).

2.9 In case that the already concluded sales contract is cancelled by mutual agreement, the Buyer shall be obliged to pay the contractual penalty.

III. Price, payment and invoice conditions

3.1 Price of the goods and services is determined according to the price list of the Seller.

3.2 Sales terms, prices and discounts are subject to change without prior notice. Such changes do not apply to already confirmed orders, or concluded contracts. The Seller reserves the right to adjust the scope of rebates, discounts, and payment terms.

3.3 The basis for payment of the purchase price is the invoice (tax document) issued by the Seller.

3.4 The right to issue the invoice for the purchase price exists from the date of delivery of the goods.

3.5 The Buyer will pay the goods for collected goods in accordance with the conditions stated on the tax document. The payment terms (invoice maturity, method of payment) are determined by the mutual agreement between the Seller and the Buyer. The day of payment of the purchase price is the day of crediting the invoiced amount in its entirety to the Seller's account with its money institution.

3.6 For exceeding the due date of the invoice, the Seller is entitled to charge the Buyer interest for late payment of 0.05% of the invoiced amount for each commenced day of delay. In this case, the Seller is entitled to extend the delivery period for all agreed contracts for the period of time the Buyer is in default with the payment of his obligations to the Seller until the payment of the Seller's receivables, without any breach of contract with the Buyer.

3.7 The Buyer acquires ownership of the goods he has already taken away only after the full purchase price has been paid. If the delivery of the goods takes place after payment of the purchase price, ownership of the goods takes place at the moment of delivery as per point 4.1.

3.8 The purchase price for the goods supplied, unless otherwise agreed, does not include recycling fees. This provision also applies to light sources.

3.9 Unless otherwise agreed in a contract, the returnable packaging shall be invoiced to the Buyer and if returned by the Buyer in reusable condition, the amount of the returned packaging shall be credited to the Customer.

The Seller will only accept the packaging sold to the Buyer by the Seller, that is, the number and dimensions on the invoice, or delivery note. Damaged and unusable packaging will in no case be accepted by the Seller.

The packaging can be returned by own transport to the seat of the Seller. How to Return Packages: The Buyer agrees with the Seller in advance about the return of the pallet (by e-mail), indicating the invoice number.

The Seller confirms the pallet acceptance on the Buyer's delivery note. Based on this delivery note, the Seller will issue a credit note to the Buyer within 14 days.

IV. Delivery conditions

4.1 The delivery is fulfilled (delivery of the goods):

a) in the case of the own transportation of the goods by the Buyer (by loading on the Buyer's means of transport or by handing over or loading a carrier determined by the Buyer);

b) in the case of delivery of goods by the Seller's means of transport (by loading and delivery to the agreed place) and subsequently by taking over the goods by the Buyer, while the unloading of the goods is ensured by the Buyer,

c) forwarding (loading) of goods to the first carrier in other cases.

4.2 The risk of damage of the goods passes to the Buyer at the time of delivery (delivery) in accordance with

Clause 4.1 of these General Terms and Conditions.

4.3 In case the goods are to be collected by the Buyer, the Buyer is obliged to collect the ordered goods within 14 days from the Seller's notification that the goods are ready for collection, respectively from the delivery date. In other cases, the Seller is entitled to require the Buyer to charge a storage fee of 0.1% of the purchase price of the goods for each day of delay with taking over of the goods.

4.4 The collection of the goods by a foreign carrier can be carried out on the basis of a written confirmation from the Buyer or upon presentation of a valid authorization of the carrier (driver) who performs the Buyer's takeover.

4.5 The Buyer (or the person empowered by him / her) is obliged to take over the goods, which are clearly marked as deliveries to the Buyer and delivered in accordance with a confirmed order (contract). He is obliged to check the goods in terms of content, quantity and safety and by his signature to confirm receipt of the goods on the delivery note, which contains the serial number, the Buyer's and recipient's identification, the type and quantity of the delivered goods and the date of collection.

4.6 The Buyer acknowledges that the confirmation of the delivery of the goods is an inevitable necessity to fulfill all of the Buyer's obligations.

4.7 Impeccable goods may be returned to the Seller only with his written consent. In this case, the Seller reserves the right to charge the Customer a cancellation fee up to 80% of the invoiced price of the returned goods.

V. Packaging

5.1 The Seller is obliged to pack the goods or to provide them for transportation in the way agreed in the contract. If this is not agreed in the contract, the Seller is obliged to pack the goods in the manner that is customary for such goods in the course of trade.

VI. Liability for defects, claims, warranty

6.1 The goods are manufactured in accordance with the relevant technical standards and the Seller draws attention to the fact that the goods must be stored and used in accordance with the manufacturer's recommended technological procedures.

6.2 The Buyer is obliged to review the goods immediately after its receipt (delivery to the place of delivery if the contract provides for the dispatch of the goods by the Seller). If the Buyer fails to review the goods within this period, he may claim the obvious defects which were possible to be found by inspection, only if he proves that these defects had goods already at the time of fulfillment of the Seller's obligation to deliver the goods, or more precisely

6.3 The Buyer is obliged to report defects of the goods to the Seller (make a claim) without undue delay after he has discovered the defects or should have discovered them with professional care during the inspection, which he is obliged to carry out according to Article 6.2, and in the case of hidden defects no later than after he could have discovered them with professional care, but no later than two years after the delivery of the goods. For defects covered by the quality guarantee, the guarantee period shall apply instead of this period.

6.4 Before filling the claim, the Buyer is obliged to check the goods thoroughly to see if the defect is not due to the illumination connection. 6.5 The following conditions apply to claiming a defect of goods: a claim for liability for defects of goods shall be claimed by the Buyer in writing with a description of the defects or, photos. The complaint must be accompanied by a complaint report and a copy of the invoice.

6.6 The Seller has the right to have a personal inspection of the claimed goods at any time prior to the assessment of the claim, so the Buyer is obliged to store the defective products separately until the claim is settled.

6.7 If the defects in the goods are proven to be justified, the Seller shall repair the defective goods free of charge or supply replacement goods.

6.8 Work to remove the defects claimed by the Buyer the Seller shall commence within 15 days of receipt of the complaint and shall terminate it as soon as possible, not later than 30 days after the proved receipt of the claim.

6.9 If the Buyer requests the independent expert to verify the quality of the defective goods, he / she pays all the costs involved.

6.10 The Buyer is not authorized without the Seller's written consent to remove defects of the goods himself or through third parties. In such a case, he will lose the goods warranty and the costs incurred in the removal of the defect will not be paid by the Seller.

6.11 The Buyer shall be obliged to deliver the goods to the Seller mechanically undamaged.

6.12 In the event of a claim for more goods, the Buyer, in agreement with the Seller, will deliver to the Seller an agreed number of pieces of the goods claimed.

6.13 Unless otherwise agreed in writing with the Seller, all costs for dismantling and shipping the claimed goods to the Seller's premises shall be borne by the Buyer.

6.14 The Buyer acknowledges that the claim does not have a suspensive effect on the payment of the purchase price of the goods in their entirety and within the specified due date.

6.15 The Seller provides the Buyer with a warranty of 24 months from the date of delivery of the goods, except for batteries in emergency sources.

6.16 For emergency batteries, the Seller provides a warranty of 6 months from the date of delivery of the goods.

6.17 The warranty does not apply to defects in goods which, upon its taking over:

a) caused by the Buyer or other (third) person by mechanical or other damage or damage as a result of natural events;

b) were caused by the incorrect use or use was made in connection with other devices not authorized or recommended by the Seller or manufacturer;

c) they arose as a result of:

1) arbitrary adjustments,

2) obvious unprofessional interventions,

3) handling of the goods inconsistent with the instructions for use (assembly instructions),

4) inappropriate storage or inappropriate choice of goods in connection with possible environmental influences (external influences affecting the goods during use).

d) are caused by improper electrical connections, overvoltage in the network or electrostatic discharge, by using components other than those recommended by the Seller or Manufacturer and the like.

VII. Withdrawal from contract, force majeure, damages

7.1 If the delivery of the goods has been paid in advance and there are irreparable obstacles on the part of the Seller for which the delivery can't be executed within the agreed time limit and if there is no replacement period, the Seller has the right to withdraw from the contract, immediately informs the Buyer and without delay returns the amount paid. No further damages for cancellation of the contract will be paid.

7.2 The Seller is not liable to the Buyer for non-fulfillment of his obligations under the terms and conditions, provided this is due to force majeure, in particular due to unforeseeable and unavoidable events that the Seller could not prevent. The Seller is not liable to the Buyer for any consequential and indirect damages.

VIII. Final provisions

8.1 Other relationships between the Buyer and the Seller not governed by the contract or these GTC are governed by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code, as amended.

8.2 The parties agree that their property disputes arising out of or in connection with this Agreement will be settled in arbitration before a single arbitrator and hereby appoint JUDr. Bc. Martin Kulhánek, Ph.D., attorney, no. in the evidence of the Czech Bar Association 8780, and in the event that this arbitrator would not become a judge for any reason or lose his / her competence to serve as an arbitrator, they appoint Mgr. Lucie Jamborová, advokát, evidence number at the Czech Bar Association 12715. The parties agree that the action is to be filed exclusively at the address: Association of Arbitrators, Brno, Příkop 8, the Czech Republic with the name of the arbitrator. The remuneration for the arbitration procedure is payable by lodging the claim and amounts to 3% of the value of the object of the dispute, but not less than CZK 5,000 (+ VAT), the proceedings can only be written, the parties are delivered to the addresses in the publicly accessible registers and the decision does not have to be justified.

8.3 These General Terms and Conditions are publicly available at the Company's headquarters and on the website: www.el-lumen.cz and will be given to the Buyer at any time upon request.

8.4 Changes to any contract entered into in writing can also be arranged only in writing.

8.5 Buyer acknowledges that phone calls between his person and the Seller can be recorded and the Seller monitors the accesses to his website, with which the Buyer agrees.

8.6 If any provision of a contract between the Seller and the Buyer becomes invalid or ineffective, it does not affect the other provisions of this Agreement that remain valid and effective. In this case, the Contracting Parties undertake, by agreement, to replace the provision invalid or ineffective by the new provisions in force and effective, which best correspond to the originally intended purpose of the invalid or ineffective provision. In the meantime, the relevant legislation of the Czech Republic is in force.