

# COMMERCIAL CONDITIONS

## general business conditions of company DEOS.CZ, s.r.o.

### 1. Introductory provisions

- 1.1 These General commercial conditions (bellow „Conditions“ only) govern relations between company DEOS.CZ, s.r.o., domicile Na Slanici 379, 763 02 Zlín-Louky, the Czech Republic, VAT: 25551621 (bellow “Company” only) and its customer (bellow „Customer“ only).
- 1.2 Conditions are in sense of provision § 1751 Law No.: 89/2012 Code of Commercial Codex, in valid statutes (bellow „CC“ only) the integral part of contract concluded between Company and Customer (bellow “Contract” only) and Customer certifies by concluding of Contract, that he agrees with Conditions. Contract concluded between Company and Customer has the character of purchase contract according to § 2079 and subsequently CC and legal relations between its participants are abided by relevant provisions of CC. In case of discrepancy between provision of contract and provision of Conditions, the provision of Contract is valid.
- 1.3 Legal relations between Company and Customer, which are not explicitly specified by Contract or Conditions are abided by relevant provisions of Commercial Codex.

### 2. Conclusion of contract

- 2.1 Subject of Contract is delivery of goods to Customer by advance agreed price and payment of price by Customer.
- 2.2 Presumption of concluding of Contract is the written order of Customer sent to Company by e-mail, fax or by post. The written order of Customer contains:
  - Contact data of Customer, it is title or name, domicile or registered office, invoice, deliver and correspondence address, VAT number, further name, surname and grade
  - of ordering person and the same description of contact person, which take over goods including phone contact
  - Specification of goods including its order code, quantity and price for one piece.
  - Time during which Customer is bound by his order; if this time is not mentioned in order, is valid, that Customer is bound by order in moment of confirmation of such order
  - Asked delivery time
  - Place of delivery of goods
  - E-mail address of Customer; Customer is obliged to inform Company in case of any change of e-mail address or another contact data without delay, whereas he accounts - for rightness and urgency of these information
  - Phone and fax connection to Customer
- 2.3 Company is not obliged to react to order, which do not contents requirements mentioned in title 2.2 Conditions and it is competent to ask Customer for the specification or completion of his order. In such case, till the time until Customer specifies or completes his order in writing, Company is not in delay with delivery.
- 2.4 Prospective mistakes in data included in order, which will be not corrected by parties, do not mean exclusion of Conditions and as well do not mean that Contract is not closed.
- 2.5 In case that Company confirms to Customer his order in writing, the Contract is closed by it. If it is not agreed by parties otherwise, it is valid, that Contract takes effect at day of its concluding.
- 2.6 Special requirements of Customer, for example directions concerning place of delivery, terms, date of delivery, discounts etc. can become a part of Contract only when Company admits it explicitly in order confirmation as obliged for Company.
- 2.7 Changes and completion of Contract are possible only after approval by the both contracting parties and in written form.

### 3. Price and payment conditions

- 3.1 For determination of price of goods the price mentioned in actual price list of Company is decisive and agreed discount of Customer or special price agreed between Company and Customer.
- 3.2 Prices mentioned in actual price list do not include transport and these are mentioned without VAT. Prices also do not include due for recycling. Price of goods will be mentioned in order confirmation sent by Company to Customer.
- 3.3 Company reserves the right to valorise price values of goods after executed Customer´s order in case, that expended costs of Company are increased in connection with production, adjustment or delivery of goods to Customer. In such case the Company is obliged to inform Customer about price increasing against his confirmed order in writing without delay. In case of apparent mistakes in writing and counts the faulty data will be replaced by mistake-free one.
- 3.4 Company is entitled to ask Customer for to pay a deposit for price of goods. Till the time of agreement and payment of asked deposit, it is valid, that Company is not in delay.
- 3.5 Customer is obliged to transfer the payment in currency according to price list, eventually in another currency, which will be advance agreed by contract parties, by cashless transfer on account of Company namely latest before maturity date. Customer can also pay in cash or cash on delivery.
- 3.6 Price is considered as a paid at day when the relevant amount is credited on account of Company, disposition of cash to Company or to transport company (cash on delivery).
- 3.7 In case of Customer´s delay with payment of the agreed price the Company is entitled to ask penalty in amount 0,05% from the debt amount per day. The right of company to ask Customer for beside of contract penalty also compensatory damages is not injured by it.
- 3.8 For prices agreed in foreign currency is valid, that Company is entitled to ask Customer for the reimbursement of pertinent exchange-rate loss caused by default maturity of invoices. The exchange-rate loss is calculated as a difference between exchange-rate of currency mentioned in invoice, valid on the maturity day of invoice, and exchange-rate of currency valid in moment of actual settlement of invoice, whereas relevant exchange-rate is determinate by Czech State Bank.
- 3.9 In case of delay payment the Company is entitled to hold up any further deliveries to Customer. Company is likewise entitled to prolong delivery time by other existing deliveries to customer, namely till the time, when Customer provides to Company relevant fulfilment of outstanding debts.
- 3.10 Against outstanding debts of Company for payment of price agreed by Contract the Customer is not entitled unilaterally to count his pertinent outstanding debts in behalf of Company.
- 3.11 If Customer is in bankruptcy or if bankruptcy eventuates him in sense of valid legal relations modulating bankruptcy of debtor (insolvency) he is obliged to inform Company about it in written without delay. Company is entitled by written petition addressed to statutory body of Customer to recognition situation of Customer in this tendency and Customer is obliged to answer Company in written in term till 5 working day.

### 4. Terms of delivery

- 4.1 Place of delivery of goods delivered by Company is the stock of Company (DEOS.CZ, s.r.o., Na Slanici 379, 763 02 Zlín- Louky, the Czech Republic, if it is not notified by Company otherwise. Company and Customer can through legacy to international regulations for interpretation of currently used commercial clauses (INCOTERMS) to negotiate relevant way of delivery in Contract.
- 4.2 Unless agreed otherwise in Contract, the delivery time is only indicative and can be prolonged due to reasons unconnected with the Company or which were beyond its control,
- 4.3 Company is entitled to deliver goods before agreed date of delivery. Customer is obliged in such case to receive goods from Company.
- 4.4 Company is not in delay in case of unforeseen incidents. As unforeseen incidents are considered cases which Company is not able to affect even to prevent it, for example weather conditions, armed conflicts, blocking of border check point etc. Delivery time is prolonged in these cases by time during the impediment of observance continues.
- 4.5 If it is not agreed in Contract otherwise, Customer is obliged to take of goods, namely in moment of its disposition in place of delivery. If customer does not take of goods, he is obliged to inform Company in written without delay, what fact inhibits him in taking of goods.
- 4.6 Customer is obliged to control delivered goods and to mention any possible reservations (damage or confusion of goods, discrepancies in documents etc.) directly in transport document or delivery note. In case that Customer will not claim smaller quantity of delivered goods than the one agreed in Contract or damage of goods within 3 days from the day of taking goods, it is valid that goods were delivered in asked quantity and undamaged.
- 4.7 Danger of damage on goods passes to Customer in moment of taking of goods from Company eventually from transporter. Customer will gain property right to goods by the time of full payment of agreed price.

## 5. Return of goods

- 5.1 If it is between Customer and Company negotiated, it is possible to return goods to address of Company domicile, eventually to address, which will be agreed between company and Customer.
- 5.2 Delivered goods can be received to return after written agreement with sale department of Company, which will issue to Customer the document about return of goods. Document about return of goods insists the description and quantity of goods and number of invoice eventually relevant delivery note.
- 5.3 Costs expended with return of goods as cancellation charges, transport of returned goods, administration, manipulation etc are taken by Customer.
- 5.4 It is possible to receive goods to return only undamaged and in original package. In opposite case Customer will take costs expended with repair and repackaging.

## 6. Guaranty conditions and claim of goods

- 6.1 Company provides 24 month guaranty time for goods.
- 6.2 Guarantee period starts from the date of taken of goods by customer.
- 6.3 Apparent defects are necessary to claim by Company in written in term 3 days from the date of taking of goods by Customer.
- 6.4 Claim can be applied by following way: By e-mail message, By fax, Personally in working days in Company domicile, By post consignment delivered to domicile address of Company
- 6.5 It is needed to mention in Claim (to present): Number of order, eventually of Contract, Faulty description and its display, Invoice, Catalogue marking and number of peaces
- 6.6 Guaranty for light sources is limited by usual life time (eventually by life time by 50% failure) declared by producer. The failure of goods is not considered the failure caused by mechanic damage or damage of goods in result of placing of goods in unsuitable setting, or improper assembly, unsuitable storage or unfit operation.
- 6.7 Company will ensure elimination of defects in term agreed with Customer, latest in term 30 days. Company reserves the right to consider the justification of Customer's claim and Customer is obliged to provide needed participation for determination of claim justification to Company.
- 6.8 If the claim is justified, Customer can by complaint
  - In case that defect is removable, to ask free removal of defect
  - In case that defect is irremovable, to ask free delivery of replace goods eventually to ask adequate discount
- 6.9 All costs caused in context with removal of defects (costs for assembly and reassembly, transport, waste liquidation, travel costs, hoist, stage etc) are defrayed by Customer, with the exception of actually incurred costs of the Customer related to claim, is it found to be warranted.
- 6.10 Customer is not entitled to execute repairs, adjustment and encroachments on goods, which the guaranty relates for, without advance approval of Company. In opposite case the entitlements resulted from guaranty provided by Company disappear.

## 7. Changes in construction and equipment of goods

- 7.1 Company reserves the right to perform changes in construction and equipment of goods from technical reasons or on base of demands determined by law prescriptions.

## 8. Orders and service

- 8.1 Delivery of goods according to specific demands of Customer and providing of service by Company will be account to Customer according to time expended by relevant staffers of Company, namely according to tax per hour determined by Company. Customer is further obliged to settle to Company the costs for material and other actually expended costs.

## 9. Cancellation of agreement

- 9.1 Contracting parties are agreeable that as consequential infraction of Contract is considered:  
Un-confirmation of taking of goods by Customer in transporter document, Un-payment of agreed price for goods in agreed time, Un-performance of information liabilities of Customer according to title 3.11 of these Conditions.
- 9.2 In case of consequential infraction of Contract by one of the contracting parties the second party has the right to back out of contract. Avoidance of contract must be written and outgoing party is obliged to mention the reason which it goes out Contract in avoidance for.
- 9.3 Every contracting party can back out of Contract also in case that Company asked to pay deposit for goods according to title 3.4 of these Conditions but it has not come to deposit agreement between parties even in determined term.
- 9.4 In case that it come to back out of Contract, the second party is obliged to confirm to outgoing contracting company, that it came to avoidance. In such case the parties are obliged to return observance to each other.
- 9.5 In case that assembly will be executed by the third persons, Company is not responsible for pertinent damage caused to Customer by this operation or in context with it; by it however the liability to Company is not excluded according to CC.

## 10. Other provisions

- 10.1 Company reserves all authorial and industrial rights relating to all documentation, which will provide in context with Contract to Customer, especially to supplements, samples, pictures and descriptions of solutions here mentioned.
- 10.2 Company is entitled to count its payable outstanding debts behind the Customer resulting from Contacts against outstanding debts of Customer behinds the Company.
- 10.3 Customer acknowledges that goods must be used in conformity with assembling, operational, custom and eventually also with legal established conditions. In case of damage caused by infraction of such conditions the Company is not responsible for damage.
- 10.4 There where the written form of act of contracting party is required, it is valid, that execution of such act also by electronic form is sufficient, if otherwise is not explicitly specified

## 11. Solution of disputes and arbitration clause

- 11.1 Company and Customer are obliged to attempt all pertinent disputes to solve by pacific settlements first.
- 11.2 All disputes which would arise between Company and Customer from law relations established by this contract and or in relation with it, will be adjudicated with final validity in arbitration procedure to Law No.: 216/1994 of Digest about arbitration procedure and execution of arbitration findings at the Czech Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic under its rules of procedure **on-line** by arbitrator appointed by chairperson of the Czech Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber. Contracting parties further agree the place of procedure shall be the Arbitration Court in Brno, Třída Kpt. Jaroše 13, PSČ 602 00, Czech Republic. Origin of the principal contract and law relations which will ensue from it in future time and law relations based by arbitration clause are abided by legal order of The Czech Republic.
- 11.3 Company and Customer acknowledge that e-mail address of Customer mentioned in his order and e-mail address of Company info@deos.cz is considered as e-mail address chosen by participants for purposes of on-line arbitration procedure conducting.

## 12. Final provisions

- 12.1 These Conditions take effect on the date 1.1.2015.