General Terms and Conditions of PRECILUM s.r.o., valid from 02 January 2023

PRECILUM s. r. o., Company ID No. 05951585, with its registered office at Poličná 334, Poličná, Postal Code 757 01, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File No. 70026, is a professional company engaged in the manufacture and sale of lighting technology, lighting design and planning, professional consulting and lighting audits. The company specializes in architectural lighting, decorative and urban lighting, lighting of shopping centres and historical buildings.

I. Introductory Provisions

These General Terms and Conditions (hereinafter referred to as the "GTC") govern the legal relations between PRECILUM s. r. o., with its registered office at Poličná 334, 757 01 Poličná, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File No. 70026 (hereinafter referred to as the "Seller"), and the purchaser or customer (hereinafter referred to as the "Buyer"), and form an integral part of all concluded contracts – purchase contracts, contracts for work and supply contracts (hereinafter referred to as the "Contracts").

The provisions of individual concluded Contracts shall take precedence over these GTC only if they contain provisions different from those stipulated in these GTC.

Pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, the Seller issues these General Terms and Conditions ("GTC"), which regulate the rights and obligations of the contracting parties in contractual relationships arising between the Seller and the Buyer in the performance of contractual obligations.

The GTC form part of every contractual relationship concluded between the Seller and the Buyer and determine part of its content, whereby any deviating provisions contained in the Contract shall take precedence over the GTC.

The Seller and the Buyer agree that the rights and obligations of the contracting parties shall be governed by the GTC effective on the date of conclusion of the relevant contractual relationship.

The currently valid and effective version of the GTC is published on the Seller's website at www.precilum.com.

The Seller reserves the right to amend the GTC even during the duration of a contractual relationship with the Buyer, whereby such amendment shall be notified to the Buyer by publishing the new valid version of the GTC on the website www.precilum.com.

In the event of an amendment to the GTC with which the Buyer does not agree, the Buyer shall be entitled to terminate the concluded Contract within one month from the publication of the new version of the GTC on the Seller's website www.precilum.com, by registered letter delivered to the Seller's registered office address.

In such case, the Seller shall be entitled to request reimbursement of costs already incurred for the provision of services to the Buyer.

If the Buyer does not exercise its right to terminate the Contract, it shall be deemed that the Buyer agrees with the amendment to the GTC, and the contractual relationship shall be governed by the amended GTC after the expiry of the termination period.

II. Subject Matter of Purchase, Order

2.1 The Seller undertakes to supply goods in accordance with its range of products specified in graphic and written materials. The term "goods" also includes spare parts.

2.2 A so-called "Declaration of Conformity" is issued for all products in accordance with applicable legislation and related government regulations on conformity assessment pursuant to EU directives.

2.3 The purchase contract is concluded on the basis of the Buyer's order (sent by e-mail or letter) and confirmation (approval) of the order by the Seller (sent by e-mail or letter).

2.4 The order must contain the following information: order number and date of issue, identification of the Buyer, recipient of the goods (business name, address, Company ID No., VAT ID No., bank details and account number), contact details (e-mail address, telephone number), product type (specification according to the Seller's catalogue or offer), required quantity, method and date of delivery, agreed purchase price or reference to the Seller's offer, place of delivery and the name of the person authorized to act on behalf of the Buyer (including telephone contact details).

Without these requirements, the order shall not be considered valid.

2.5 The recommended deadline for submitting an order is at least 8 weeks before the required delivery date. An exception applies to specialized projects, where delivery periods are determined individually.

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

2.7 The Seller shall send the order confirmation to the Buyer (by e-mail or letter). A binding purchase contract is concluded upon confirmation of the Buyer's order. The Seller is entitled to confirm the order only with regard to part of the ordered goods.

2.8 The Buyer acknowledges that the Seller is entitled not to include the Buyer's order in production if, at the time of receipt of the order, the Seller records unpaid due obligations of the Buyer towards the Seller (overdue invoices).

2.9 In the event that an already concluded purchase contract, or part thereof, is cancelled by agreement of the parties, the Seller shall be entitled to demand, and the Buyer shall be obliged to pay, a contractual penalty of up to 90% of the total price of the confirmed order (including VAT), or the price of the cancelled part thereof.

III. Purchase Price, Payment and Invoicing Conditions

3.1 The price of products and goods is determined by the Seller's current price list.

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

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

3.4 The Seller becomes entitled to invoice the purchase price on the date of delivery of the goods.

3.5 The Buyer shall pay for the supplied goods according to the conditions stated on the tax document. Payment terms (invoice due date, method of payment) shall be determined by mutual agreement between the Seller and the Buyer.

The date of payment of the purchase price shall be deemed to be the date on which the invoiced amount in full is credited to the Seller's bank account held with its financial institution.

3.6 In the event of exceeding the invoice due date, the Seller shall be entitled to charge the Buyer default interest amounting to 0.1% of the invoiced amount for each commenced day of delay.

In such case, the Seller shall be entitled to extend all agreed delivery periods by the period during which the Buyer is in delay with payment of its obligations towards the Seller, up to the date of settlement of the Seller's due receivables, without this constituting a breach of contract by the Seller.

3.7 The Buyer shall acquire ownership rights to the goods already taken over only upon full payment of the purchase price. If payment of the purchase price precedes delivery of the goods, ownership rights to the goods shall pass at the moment of delivery pursuant to Article 4.1.

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

IV. Delivery Conditions

4.1 Delivery shall be deemed completed (delivery of goods):

a) In the case of collection of goods by the Buyer itself (by loading onto the Buyer's means of transport or by handing over or loading the goods onto a carrier designated 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), followed by acceptance of the goods by the Buyer, whereby unloading of the shipment shall be arranged by the Buyer.

c) By handing over (loading) the goods to the first carrier in all other cases.

4.2 The risk of damage to the goods shall pass to the Buyer at the moment the delivery is completed (delivery of goods) pursuant to Article 4.1 of these General Terms and Conditions.

4.3 If the Buyer arranges collection of the goods, the Buyer is obliged to collect the ordered goods no later than within 14 days from the date on which the Seller notifies the Buyer that the goods are ready for collection, or from the delivery date.

In other cases, the Seller shall be entitled to charge the Buyer a storage fee amounting to 0.1% of the purchase price of the goods for each day of delay in collecting the goods.

4.4 Collection of goods arranged through a third-party carrier may only be carried out on the basis of written confirmation from the Buyer or upon presentation of valid authorization of the carrier (driver) who collects the goods on behalf of the Buyer.

4.5 The Buyer (or a person authorized by the Buyer) is obliged to accept goods that are clearly marked as a delivery intended for the Buyer and that are delivered in accordance with the confirmed order (Contract).

The Buyer is obliged to inspect the goods with regard to their contents, quantity and defect-free condition and confirm acceptance of the goods by signing the delivery note, which contains the serial number, identification of the Buyer and recipient, type and quantity of delivered goods, and the date of dispatch.

4.6 The Buyer acknowledges that confirmation of delivery of the goods is an essential requirement for fulfilling all obligations of the Buyer.

4.7 Defect-free goods may only be returned to the Seller with the Seller's written consent. In such a case, the Seller reserves the right to charge the Buyer a cancellation fee of up to 80% of the invoiced price of the returned goods.

V. Packaging

5.1 The Seller is obliged to package the goods or provide appropriate protection for transport in the manner agreed in the Contract.

If no such arrangement is specified in the Contract, the Seller shall package the goods in a manner customary for such goods in commercial practice.

VI. Liability for Defects, Complaints, Warranty Period

6.1 The goods are manufactured in accordance with the relevant technical standards, and the Seller hereby draws attention to the fact that the goods must be stored and used in accordance with the recommended technological procedures of the manufacturers.

6.2 The Buyer is obliged to inspect the goods immediately after their acceptance (delivery to the place of destination, if the Contract stipulates shipment of the goods by the Seller).

If the Buyer fails to inspect the goods within this period, the Buyer may exercise claims arising from apparent defects detectable during inspection only if the Buyer proves that such defects already existed at the time when the Seller fulfilled its obligation to deliver the goods, or at the time when the Seller enabled the Buyer to accept the goods in accordance with the Contract.

6.3 The Buyer is obliged to notify the Seller of defects in the goods (submit a complaint) without undue delay after discovering such defects, or after the Buyer should have discovered them through professional care during the inspection required under Article 6.2.

In the case of hidden defects, the Buyer must notify the Seller no later than when such defects could have been discovered through professional care, but no later than two years from the date of delivery of the goods.

For defects covered by a quality warranty, the warranty period shall apply instead of this period.

6.4 Before submitting a complaint, the Buyer is obliged to thoroughly inspect the goods to determine whether the defect was not caused by incorrect connection of the lighting fixture.

6.5 The following conditions apply when asserting claims arising from defects in goods:

The Buyer shall submit a complaint regarding liability for defects in writing, including a description of the defects and, where applicable, photographs.

A complaint protocol and a copy of the invoice must be attached to the complaint.

6.6 At any time before assessing the complaint, the Seller has the right to personally inspect the complained goods; therefore, the Buyer is obliged to store defective products separately until the complaint has been resolved.

6.7 If defects in the goods are proven to be justified, the Seller shall, in accordance with Articles 6.15, 6.16 and 6.17, repair the defective goods or provide replacement goods.

6.8 The Seller shall commence work on the removal of reported defects within 15 days after receiving the complaint and shall complete such work within the shortest possible period, but no later than 30 days from the demonstrably received complaint.

6.9 If the Buyer requests verification of the quality of defective goods by an independent expert, the Buyer shall bear all costs associated with such verification.

6.10 The Buyer is not entitled to remove defects in the goods itself or through third parties without the Seller's written consent. In such a case, the Buyer loses the warranty for the goods and any costs incurred in connection with the removal of the defect shall not be reimbursed.

6.11 The Buyer is obliged to deliver the complained goods to the Seller without mechanical damage.

6.12 In the event of a complaint concerning a larger quantity of goods, the Buyer shall, upon agreement with the Seller, deliver to the Seller the agreed number of pieces of the complained goods.

6.13 Unless otherwise agreed with the Seller in writing, all costs associated with dismantling and transporting the complained goods to the Seller's registered office shall be borne by the Buyer.

6.14 The Buyer acknowledges that submitting a complaint does not suspend the obligation to pay the purchase price of the goods in full and within the specified due date.

6.15 A warranty period of 60 months from the date of acceptance of the goods is provided for supplied goods, specifically LED technology manufactured by the Seller.

The 60-month warranty period is further divided as follows: during the first 24 months, the Seller shall provide free replacement or repair of justified defects at the agreed location.

During the following 36 months, the Seller shall only provide free delivery of defective components.

In this case, the Seller shall no longer bear the costs of dismantling defective parts and re-installation of replacement or repaired parts of the goods.

6.16 For other supplied goods, except batteries for emergency power supplies, the Seller provides the Buyer with a warranty period of 24 months from the date of acceptance of the goods.

6.17 The above paragraph 6.15 does not apply to LED technology of the INGROUNDS product range (in-ground goods). For these goods, the seller provides the buyer with a warranty period of 24 months from the date of acceptance of the goods.

6.18 For batteries used in emergency power supplies, the Seller provides the Buyer with a warranty period of 6 months from the date of acceptance of the goods.

6.19 The warranty does not apply to defects in goods which, after their acceptance:

a) Were caused by the Buyer or another (third) party through mechanical or other damage, or damage resulting from natural events.

b) Were caused by improper use or use in connection with other devices which the Seller or manufacturer does not permit or recommend.

c) Were caused as a result of:

unauthorized modifications,

obvious unprofessional interventions,

handling of the goods contrary to the instructions for use (installation instructions),

unsuitable storage or unsuitable selection of goods in relation to possible effects of the surrounding environment (external influences affecting the goods during their use).

d) Furthermore, the warranty does not apply to defects caused by incorrect (unprofessional) electrical connection, overvoltage in the electrical network or effects of electrostatic discharge, use of components other than those recommended by the Seller or manufacturer, and similar causes.

VII. Withdrawal from the Contract, Force Majeure, Liability for Damages

7.1 If the delivery of goods has been paid in advance and the Seller encounters irremovable obstacles preventing the delivery from being carried out within the agreed period, and if no alternative performance period is agreed, the Seller shall have the right to withdraw from the Contract.

The Seller shall immediately notify the Buyer of such withdrawal and shall promptly return the amount paid.

No further compensation for damages arising from withdrawal from the Contract shall be provided.

7.2 The Seller shall not be liable to the Buyer for failure to fulfil obligations arising from concluded Contracts under these conditions if such failure occurs due to force majeure, in particular due to unforeseeable and unavoidable events which the Seller could not prevent.

The Seller shall not be liable to the Buyer for any consequential or indirect damages.

VIII. Final Provisions

8.1 Other relations between the Buyer and the Seller not regulated by the Contract or these GTC shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended.

8.2 The contracting parties have agreed that any property disputes arising between them from this Contract or in connection with it shall be resolved through arbitration proceedings.

8.3 These General Terms and Conditions are publicly available at the company's registered office and on the website: www.precilum.com, and shall be provided to the Buyer at any time upon request.

8.4 Amendments to any written Contract concluded between the parties may only be agreed in writing.

8.5 The Buyer acknowledges that telephone calls between the Buyer and the Seller may be recorded and that the Seller monitors visits to its websites, to which the Buyer agrees.

8.6 If any provision of a Contract concluded between the Seller and the Buyer is or becomes invalid or ineffective, this shall not affect the other provisions of the Contract, which shall remain valid and effective.

In such case, the contracting parties undertake to replace the invalid or ineffective provision by mutual agreement with a new provision that is valid and effective and that best corresponds to the originally intended purpose of the invalid or ineffective provision.

Until such replacement is made, the relevant provisions of generally binding legal regulations of the Czech Republic shall apply.