

GENERAL TRADE CONDITIONS

1. General Provisions

- a) The General Trade Conditions are part of the Contract of Purchase made under conditions specified here below between EMP-Centauri, Limited Liability Company (hereinafter "Seller" and the Consumer (hereinafter "Buyer").
- b) The seller of the goods listed below is the trading company EMP-Centauri Limited Liability Company, with registered offices at 5. května 690, 339 00 Klatovy, identification No (IČ): 62620088, tax identification No. (DIČ): CZ62620088, phone: 376 323 813, e-mail: sales@emp-centauri.cz. The Seller's mail delivery address is identical with the address stated in the previous sentence.
- c) The legal relations resulting for the Consumer and the Seller from the sale and the purchase of goods (Contract of Purchase) shall be governed by the Civil Code (Act No. 40/1964 Coll., Civil Code, as amended) and these General Trade Conditions (hereinafter "GTC").
- d) Either Contracting Party shall cover the costs incurred to it by using the long-distance communication facilities, which it employed in making the Contract of Purchase.

2. Object of the Contract of Purchase

- a) The object of the Contract of Purchase is goods listed in the order for goods and the quantity of those goods. Only goods offered by the Seller for sale, possibly above-standard goods, on the delivery of which the purchasing parties have agreed, may be the object of the Contract of Purchase.
- b) The name or the type description of the goods must be given in words for each particular product or kind of goods.
- c) The data relating to the goods referred to on the Internet, in the catalogues, prospectuses and other printed matter of the Seller (e.g. size, materials, supplements, composition, etc.) are only of informative character, and the delivered goods may therefore show slight deviations (which are not defects).
- d) The ordered goods shall be delivered to the Buyer in the quality and finish suitable for the purpose for which such goods are intended and in accordance with the specifications and properties customary for that particular kind of goods, meeting the standards, rules and regulations concerned, applying on the territory of the Czech Republic.
- e) The goods will be packed or secured for transport in a way necessary for the preservation and protection of the goods.

3. Ordering of Goods

- a) The Buyer may order the goods from the Seller by:
 - I. e-mail at sales@emp-centauri.cz or info@emp-centauri.cz
 - II. in writing by mail
 - IV. in writing on a form at www.emp-centauri.cz
- b) Each order sent to the Seller according to points 3.a. shall be binding for the Buyer and shall be considered a draft contract of purchase.
- c) The Contract of Purchase shall have been made at the moment the Seller notified the Buyer in writing, by fax or by electronic mail that he accepts the order. Any other notification on the part of the Seller shall not be considered an acceptance of the order.
- d) The Seller shall be entitled each time, depending on the character of the order – quantity of the goods, price, transport costs, distance, etc., to ask the Buyer to authorize the order in a suitable way (e.g. in writing or by phone), or ask the Buyer to pay the purchase price or its part in advance. In such case the contract of purchase shall not be made before the conditions required by the Seller are met, duly and in time.

4. Purchase Price

- a) The purchase price is specified in Czech crowns (CZK).
- b) The Buyer is obliged to pay for the goods the amount of the purchase price attached to the ordered kind of goods of the Buyer, valid at the moment the order was delivered to the Seller. The price of the goods shall be agreed on the basis of the mutually approved price list of the goods. The Seller reserves the right to change the stated prices in the case of massive inflation or when significant

changes of the delivery terms on the part of the manufacturers and other suppliers of the goods have occurred. If the Buyer does not inform the Seller within three days of receiving a notification to that effect that he does not agree to the new price, he is obliged to pay the purchase price stated on the tax document – the invoice.

- c) Along with the purchase price of the goods the Buyer is obliged to pay to the Seller:
 - I. value added tax applying at the time the deal was realized,
 - II. transport charges – depending on the kind of transport
 - III. handling fee – may be applied for low-volume orders

The Buyer shall pay the amounts stated in points i. and ii. to the Seller in any case.
- d) The Seller shall send to the buyer the invoice – tax document together with the goods or after delivery by mail
- e) The payment conditions are specified in GTC Article 6.

5. Delivery terms

- a) Place of performance and delivery
 - I. The place of performance is the Seller's place of business, where the Seller will hand over the goods to the forwarder or the Buyer.
 - II. The place of delivery is the address stated in the order.
- b) Mode of transport
 - I. The Seller shall ensure the delivery of the goods to the Buyer at the time and at the price mentioned in the confirmation of order:
- c) Time of delivery
 - I. The time of delivery will be confirmed to the Buyer in the confirmation of order.

6. Terms of Payment

- a) Payment of the purchase price
 - I. The Buyer is obliged to pay the purchase price either in cash on delivery to the transport contractor (PPL, Česká pošta s.p., etc.)
 - II. or in advance in the Seller's bank account, unless an "Agreement on trade co-operation" was signed with the Buyer.
 - III. or if an "Agreement on trade co-operation" was signed with the Buyer the standard maturity of invoices is 14 days from the date of taxable performance.

7. Responsibility for Defective Goods

- a) Handover of goods, devolution of ownership and risk of damage to goods, guarantee
 - I. The Buyer is obliged to take over the goods from the transport contractor and confirm that fact on the delivery note and the transport document, or another document. By signing the delivery note the Buyer confirms that the consignment has been delivered without any obvious defects and no later claims as to the damaged packing shall be taken into consideration.
 - II. The responsibility for damage caused by force majeure passes on the Buyer at the moment of the takeover of the goods.. If the place of delivery is not the Seller's headquarters, his place of business or workplace, the liability for damage caused by force majeure passes on the Buyer at the moment the goods are handed over to the first transport contractor for delivery.
 - III. The ownership right to the goods devolves on the Buyer at the moment of takeover.
 - IV. The Seller is responsible for any defects, which manifest themselves as being in contradiction with the contract of purchase after the takeover of the thing within the guarantee period (guarantee). The guarantee does not apply to the wear of the thing caused by its customary use. **The guarantee period is 72 months for PROFICLASS products and 48 months for other products. The guarantee period begins to run on the takeover of the thing by the Buyer. If the Buyer can not prove the date of takeover of the thing by relevant document, the warranty period is**

- counted from the date of manufacturing indicated on the round date sticker on the product.** The period from the time when the liability for the defects was claimed until the time, when the Buyer was obliged to take over the thing after its repair, shall not be included in the guarantee period. If the thing is exchanged, the guarantee period begins to run from the takeover of the new thing.
- V. The guarantee applies to production defects or other defects, which were not caused by unprofessional or careless handling of the things, or their use in contradiction with their purpose or directions for use, by mechanical damage, wear, or elemental disasters (e.g. lightning or some other atmospheric discharge, fire or water, or the operation of other non-standard phenomena).
 - VI. The liability for the defects of goods shall expire, if it was not claimed within the guarantee period.
- b) The Buyer's obligations after the delivery of goods, defective goods
- I. The Buyer is obliged to examine the goods immediately after takeover. In particular he is obliged to check if the packing has not been damaged, check the number of parcels and in the case of any irregularities to notify the transport contractor accordingly without delay. If the packing is damaged showing an unauthorized interference with the consignment, the Buyer is entitled to refuse taking the goods over; in that case he is obliged to inform the Seller thereof and to co-operate with him, if necessary.
 - II. If at the inspection of the goods the Buyer ascertains any defects, or if any defects appear during the guarantee period, the Buyer is obliged to notify the Seller of those defects immediately after he has ascertained them. The notification of the defects must be made in writing, by fax or by electronic mail and the Buyer must state it in his claim. In addition, the Buyer is obliged to send back to the Seller the goods for which he has lodged a claim, in the way agreed with the Seller in advance.
 - III. The place for lodging the claim is the Seller's headquarters – EMP-Centauri s.r.o., 5. května 690, Klatovy, 339 00, phone: 376 323 813, e-mail: sales@emp-centauri.cz.
 - IV. A copy of the purchase and delivery document – the invoice and a detailed description of the defect must be attached to the goods for which a claim has been lodged.
 - V. The liability for the defects of the delivered goods is governed by current legislation (especially section 612 et seq. of the Civil Code).
 - VI. The cost of the transport of the goods for which a claim has been lodged from the place of delivery to the Seller's headquarters or some other place determined by the Seller shall be covered by the Buyer. The cost of the return transport, if the claim was justified, shall be covered by the Seller. If the claim was not justified, the cost shall be covered by the Buyer.

8. Packing

- a) Under section 13(1)(B) of Act No. 477/2001 Coll., the ownership right to packing passes to the buyer at the moment of the takeover of the goods from the supplier, or the transport contractor, as the case may be.

9. Protection of Personal Data

- a) The Buyer declares that all data, which he gave to the Seller for the goods to be delivered, are true and are in keeping with actual facts, and that he is aware of potential consequences that may result from any misrepresentation.
- b) The Seller declares that all personal data, which the Buyer gave to him, are confidential, that they will only be used for the Seller's internal needs and will not be published, made available to a third person or otherwise abused. Personal data are collected for commercial, logistic, statistical and marketing purposes. In handling personal data, the Seller is obliged to observe the provisions of Act No 101/2000 Coll. on the protection of personal data, as amended.
- c) By sending his order of goods, the Buyer gives the Seller his consent to collect and keep the personal data about his person and his purchases and to process those data in accordance with the Seller's needs.

- d) The Buyer has the right to ask, at any time, for his personal data to be deleted from the Seller's database and the Seller is obliged to comply with his request without delay.

The General Trade Conditions are valid from 22 August 2018.