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§ 1 General Provisions

1. All deliveries of goods are subject to these General Shopping Terms. Any different shopping terms of the Buyer shall not apply, unless agreed otherwise in written form. Any and all conditions amending these General Shopping Terms require written form, or written consent of the Seller.

2. The term **goods** used in these General Shopping Terms shall include shading systems (including insect nets) sold by the Seller which are described (including their design, type, qualities and prices) in product specification papers, pricelists and manuals of the Seller on www.climax.cz (hereinafter the „**Product Specification**“).

3. The deliveries of the goods under the individual orders shall be considered as individual agreements and their legal regime shall be governed by these General Shopping Terms, unless the framework agreement or purchase agreement set forth otherwise.

§ 2 The Subject-Matter of the Agreement

The subject-matter of the individual purchase agreements shall be the following main obligations of the parties:

a) obligations of the Seller:

- to deliver, under the purchase agreement, the thing, which is the object of purchase ("goods" below)
- to allow the Buyer to acquire ownership right to the goods, which is the object of purchase.
- installation will not be carried out

b) obligations of the Buyer:

- to take over the goods, which is the object of purchase, from the Seller
- to pay the Seller the purchase price of the goods, which is the object of purchase.

§ 3 Order and delivery of Goods

The deliveries of the goods shall be realized as follows:

1. The Order:

- a) The goods shall be delivered from the Seller to the Buyer based on the order of the Buyer containing information about the goods in accordance with the Product Specification
- b) The Order may be submitted by filling the order form and sending it to the Seller by fax, e-mail, post, or by using E-Shop (the electronic shop of the Seller) on <http://eshop.climax.cz/> (hereinafter the „E-shop“). Oral or phone order can be realized only in special circumstances and the Buyer shall be responsible for proving that the delivered goods was not in accordance with the order.
- c) In case the Buyer submits order for framework regular deliveries of the goods, or in case a larger amount of goods is ordered, the Seller may, following a consent of the Buyer, establish a right of the Buyer for additional specification of the order or reference. The legal effects of such additional specification come into force once they are approved by the Seller. However, in all cases, such right for additional specification must be set forth in the framework agreement between the parties.
- d) If the order of the Buyer is not submitted on the order form of the Seller, it shall contain at least the following essentials:
- the date of issuing of the order, the date of the delivery of the goods
 - the specification of the ordered goods in accordance with the Product Specification (i.e., in accordance with pricelists, product specification papers, etc.)
- e) Each order shall contain signature, or other designation identifying the Buyer. In case the order is submitted through the E-shop, the Buyer`s login under its unique customer number and confirming and submitting the order through the E-shop is considered as the signature.
- f) The order is considered submitted once it is delivered to the Seller.
- g) If the person empowered to submit the order on behalf of the Buyer is not mentioned in the framework agreement, the order may be submitted by any person who was empowered by the Buyer, or whose content of work includes ordering goods. In case of any change regarding the empowered person, the Buyer shall announce such change to the Seller in writing; if not announced, the Seller shall not be responsible for orders submitted by unauthorized person. In case of any change regarding the empowered person, the Buyer may also ask for new password for login into the E-Shop.

2. Approving the Order, Conclusion of Each Purchase Agreement

- a) If the order contains all essentials set forth by these General Shopping Terms and the Seller is able to realize the delivery of the goods in accordance with the order, the order confirmation is sent to the Buyer and the Seller shall instruct its production department to produce the goods. In such a case, the agreement is concluded once the Seller confirms the order or instructs its production department to produce the goods.
- b) In case it is not possible to produce goods in accordance with the order, or in case the order contains errors, the Seller shall, for example by phone call, invite the Buyer to amend the order. In such a case, the

agreement is concluded once the Seller confirms the order or instructs its production department to produce the goods under the amended order.

c) In case the order is realized through the E-shop, the Seller shall approve the order interactively in the list of submitted orders in the E-shop. In these cases, each purchase agreement is concluded once the Seller approves (confirms) the order in the list of submitted orders in E-Shop.

d) Buyer acknowledges that he is obliged to check the order confirmation (especially in terms of unintentional errors in writing), because the contract is concluded also when the confirmation of the offer contains an amendment or variation which do not change the conditions of the order and if the Buyer do not refuse the confirmation of the offer without unnecessary delay.

3. Amendment of the Order by the Buyer

If, after the submission of the order, the Buyer requests amendment to such order, the Buyer shall announce such request to the Seller. The amendment of the order is subject to the consent of the Seller. If the Seller agrees with the amendment, the Seller shall outline such amendment to the order, unless the parties agree that the original order shall be cancelled and new order shall be submitted.

4. Amendment of the Order by the Seller

a) If the Seller finds out that the delivery of the goods cannot be realized in accordance with the order (especially the dated of delivery), the Seller shall inform the Buyer about such fact. If the Buyer agrees with the new conditions of the delivery of the goods the Seller shall outline such amendment to the order, unless the parties agree that the original order shall be cancelled.

b) In case the order submitted through the E-shop shall be amended in accordance with paragraph a), the amendment of the order shall be outlined by the Seller in the E-shop`s list of orders. The outline of the amendment shall be carried out by overwriting the original order by different colour after the consent of the Buyer with the new conditions.

5. The Completeness of the Order

The Seller shall not be responsible for errors of the goods or deliveries caused by the incomplete or incorrect orders. The rectification of the orders in accordance with article 2, par. b) is Seller`s right, not obligation. The technical specification of the goods, their parts and accessories, the limiting proportions and standard construction are set forth in Seller`s pricelists of the respective goods and other Product Specification on Seller`s web page www.climax.cz, sections "Products" and "Download", or in E-shop, section "Pricelists".

6. The Date of Delivery:

a) The date of delivery is subject to the production capacity of the Seller and the manner of transfer of the goods to the Buyer. The requested date of delivery (taking into account the production and distribution terms) shall be contained in the order submitted by the Buyer.

b) If the Seller cannot deliver the goods in the requested date, the Seller is entitled to determine new date of delivery. The Seller may postpone the date of delivery even in case the purchase agreement is already

concluded. The Seller shall inform the Buyer about the new date of delivery; in case of order submitted through E-shop, the announcement shall be carried out in accordance with Article 6c. The Seller may determine new date of delivery more times than just once.

c) In case the order is submitted through the E-shop and the real date of delivery shall differ from the date of delivery on the order, the real date of delivery shall be adjusted and displayed on the E-shop by the Seller continuously.

d) The deliveries shall be ordinarily realized in regular weekly distributions of the Seller through designated distribution routes in the Czech Republic and Slovakia, unless agreed otherwise. The date of deliveries realized through the regular weekly distribution are set forth in the pricelists of the goods, or on the Seller`s web page.

e) In case of regular weekly deliveries (for example blinds) the deadline for submitting orders is set forth to noon of third day preceding the day of the distribution. The orders received until the deadline will be manufactured and supplied, if possible, within the appointed distribution. In cases of other states than Czech Republic, Slovakia, Germany and Austria it is necessary for the Buyer to ask the Seller for information on deadlines valid for Buyer`s country of delivery.

7. Place of Delivery:

a) The place of delivery of the goods shall be the address set forth as the registered office of the Buyer, unless the agreement sets forth other place.

b) If the Buyer requests delivery to other place than set forth in paragraph a), the Buyer shall designate such place in the order. Furthermore, the Buyer shall designate person empowered to take over the goods, unless such person is the Buyer or is mentioned in the framework agreement. When submitting order through the E-shop, the Buyer shall designate such place in the field "Notes". If, in connection with the delivery to such other place, the Seller must bear additional costs, it may demand such costs from the Buyer.

8. Manner of the Delivery and Packaging

Unless agreed otherwise, the transport of the goods to the place of delivery shall be carried out by the Seller. The transport can have the following variants:

a) Seller`s transport distribution;

b) Transport by an independent carrier; in such a case, the Seller fulfills its obligation to deliver the goods by giving the goods to the carrier for transport to the Buyer.

The Seller shall inform the Buyer about the dispatch of the goods from the Seller`s premises. In case the order was submitted through the E-shop, the Buyer shall be informed by information provided in section „Orders“, „Sent Orders“, „Status Order“.

The price of the transport of the goods to the place of delivery is not included in the purchase price for the goods. The price for the transport shall be set forth in accordance with the actual pricelist of the Seller or the carrier and is paid beside the purchase price.

The goods shall be packed for the transport in usual form in PVC package or carton or in way which is necessary for the preservation and protection of goods. In case the Buyer requires different form of packaging, the Buyer shall specify such fact in the order and agree with the Seller on the appropriate change of the purchase price.

9. Taking over the Goods, Documents necessary for the Use of the Goods

The Seller shall fulfill its obligation to deliver the goods to the Buyer as follows:

- a) In case the goods are delivered by Seller`s distribution: upon the handover of the goods to the Buyer or empowered person. Seller allows the Buyer to handle the goods and notify him in time.
- b) In case the goods are delivered by carrier: by giving the goods to the carrier for transport to the Buyer. The Seller allows the Buyer to apply the rights of the contract of carriage against the carrier when the goods are marked as shipment for the Buyer.

The Buyer shall inform the Seller about the persons empowered to take over the goods. Provided that the Buyer shall not inform the Seller about such persons, the Seller or the independent carrier may hand over the goods at the place of delivery to any person on the place who will confirm the takeover.

The Buyer shall fulfill its obligation to take over the goods by ensuring presence of person empowered to take over the goods on the place of delivery. In case the delivery is realized through the Seller`s distribution, the person shall confirm the takeover of the goods on delivery note or invoice. If the goods are delivered only with the invoice, the invoice shall be considered also as the delivery note. If the delivery is realized through the carrier, the person taking over the goods shall confirm the takeover on documents submitted by the carrier.

Documents necessary for the takeover and use of the goods shall be solely the following documents: Invoice, delivery note or other similar document issued by the carrier and handed over to the Buyer during the takeover of the goods. The Seller shall not deliver other documents.

§ 4 Purchase Price

1. The purchase price is set forth in the Seller`s pricelists on Seller`s web page www.climax.cz, section Products, Download (the basic purchase price), or in E-shop. The purchase price in the pricelists does not include VAT, installation and transport.

2. The amount of the purchase price may be adjusted in the framework agreement or in the form of rebate charter. Such adjustment shall be a discount from the purchase price (so called rebate). The basic purchase price lowered by the discount (rebate) shall be considered as the individual purchase price of the Buyer. Any

change of the individual purchase price shall be realized so that the Seller shall send to the Buyer new version of the rebate in the form of attachment to the framework agreement (rebate charter). The Buyer shall agree with the new version of the rebate by submitting order for delivery of goods after the receipt of the proposal for change of the rebate.

3. In case the costs of the supplies, inputs, services and energies become higher, or in case other facts influencing the costs of the production and goods occur, the Seller may change the basic purchase price.

The Seller shall inform the Buyer about such change on www.climax.cz, the information shall include the date from which the new basic purchase price comes into effect (effective date). On the effective date the prices in the E-shop shall also be changed. On the effective or later, the pricelists on Seller`s web page shall also be changed. After the change of the basic purchase price comes into effect, the individual purchase price shall be calculated from the new basic purchase price. In case the effective date and the date of change in pricelists differ, the effective date shall prevail.

4. The changed prices shall apply to goods ordered after the change comes into effect.

5. In the E-shop`s ordering system the purchase price of the goods is generated automatically as the individual purchase price in accordance with paragraph 2, i.e., including the rebate. In case the purchase price is not generated as the individual purchase price, the Buyer shall announce such fact to the Seller by making a note to the respective goods in the order in the E-shop; the Seller shall, while processing the order, check such fact.

§ 5 The Payment of the Purchase Price

1. Unless sets forth otherwise, the purchase price of the goods shall be paid by the Buyer during the takeover of the goods.

2. If it is agreed that the purchase price shall be paid upon invoices, the invoice shall meet the minimal requirements set forth for such invoice under law for tax and accounting documents. The right of the Seller to issue the invoice originates:

a) on the date of the delivery, i.e., by handing over the goods to the Buyer. Alternatively, the Seller may issue the invoice already on the date when the goods are dispatched from the Seller`s premises, i.e. before the date of delivery.

b) on the date of handover of the goods to the carrier in Seller`s premises.

3. The invoice shall be delivered to the Buyer with the goods and may be also used as the delivery note.

The Buyer shall empower the person empowered to the takeover of the goods (Article 4, par. 9) also to take over of the invoice. The invoice may also be sent to the Buyer by e-mail to the address mentioned in the framework agreement, or set forth in the order.

4. In case the Buyer is in default with the payment of the purchase price, the Seller may stop other deliveries until the price in default is paid; furthermore, the Seller may also demand payment of the purchase prices of the other deliveries during the takeover of the goods, or payment in advance. The Seller

shall notify the Buyer about such arrangements; in E-shop, such arrangements are published in the ordering system.

5. If the Seller provides the Buyer so called sconto, i.e. discount from the purchase price for quick payment of the purchase price of the goods, the details of such sconto shall be set forth in detail in the framework agreement and rebate charter.

§ 6 Reservation of the Ownership Title

The Buyer shall gain ownership title to the goods upon the payment of the whole purchase price. Risk of damage to the goods moves to the Buyer at the point of taking over the goods or handover of the goods to transport to public carrier.

If the goods were installed by the Buyer to the third party before the payment of the purchase price, the Buyer shall use the monies received from the third party primarily for the payment of the purchase price to the Seller.

§ 7 The Transfer of the Risk of Damage to the Goods

The risk of damage to the goods passes to the Buyer as follows:

- a) On the date of delivery, i.e. by handing over the goods to the Buyer, or by dispatching the goods from the Seller`s premises, provided that the date of dispatch occurs before the date of delivery.
- b) On the date of dispatching the goods to the carrier for transportation to the place of destination.

§ 8 Defects of the Goods

1. The Seller shall deliver the goods:

- a) In the amount and specification set forth in the purchase agreement;
- b) In quality set forth for the respective goods in the Product Specification;
- c) In the package set forth in these General Shopping Terms, unless the other packaging is agreed.

2. If the Product Specification does not set forth quality or design of the goods, the Seller shall deliver goods in quality and design suitable for the purpose set forth in the agreement. If such purpose is not set forth, the Seller shall deliver goods in quality and design suitable for the usual purpose.

3. If the Seller breaches the obligations set forth in paragraph 1.and 2., the goods have defects. Delivery of different goods and defects in documents necessary for the use of the goods shall also be considered as the defects of the goods. If the transport document, delivery note, or other declaration of the Seller sets forth that lesser amount of the goods or only part of the goods are being delivered, provisions regarding defects of goods do not apply to such incomplete delivery.

4. The Seller shall be responsible for defects of the goods existing at the moment when the risk of damage to the goods passes to the Buyer, although it appears later.

5. The Buyer shall inspect the delivered goods immediately after the takeover. The defects of the package or its damage, difference in amount, and other defects of transportation shall be announced by the Buyer to

the person handing over the goods (driver of the Seller, independent carrier hired by the Seller); the Buyer shall also note such defect into the delivery note or other transport documents. If the transport is carried out by independent carrier and the Buyer does not notify such defects during the takeover to the independent carrier, the Buyer shall lose the right to claim such defects of the goods. If the transport is carried out by the driver of the Seller and the Buyer does not notify such defects in 14 days after the takeover to the Seller, the Buyer shall lose the right to claim such defects of the goods.

6. The Buyer shall inspect the functionality and completeness of the delivery and the existence of other obvious defects without undue delay after the takeover of the goods, and shall announce such defects to the Buyer not later than 14 days after the takeover. If the Buyer does not inspect the goods in accordance with the previous sentence, the Buyer may not demand any claims arising from the defects which should be found during the inspection. If the Buyer send the goods to other place or installs the goods in other place than the place of delivery, the Buyer shall inform the Seller about such fact in the order; if the Buyer breaches this obligation, the Buyer shall bear the difference between expenses for the rectification of the defects on that other place and expenses for the rectification of defects if the defects would be rectified on the place of delivery.

7. If the buyer fails to notify the defect without unnecessary delay after control and adequate care, the court shall not award him the right of defective performance. If it is a hidden defect, the same applies if the defect was not notified without unnecessary delay after the Buyer's sufficient care and control. No later than two years after delivering the goods - if a guarantee period is longer than two years, the guarantee period is valid.

8. The Seller shall provide guarantee for the goods. Under the guarantee the Seller assumes an obligation that the goods shall be during the guarantee period eligible for the use for the usual purpose, or that the goods shall during the guarantee period keep its usual features. The conditions and extent of the guarantee are set forth in separate declaration of the Seller in the form of guarantee statement and Rules for Filing Complaints published on Sellers web page www.climax.cz, section Business, Shopping Terms, unless the framework agreement sets forth otherwise.

9. In case the buyer hand over the goods to the seller for repair / warranty repair and the goods are not packed / sufficiently packed, the buyer takes into account that in such a case the seller is not liable for defects and other damage caused as a result of transportation and subsequent handling of these goods (damage, deformation, scratches, tears, etc.). The buyer will be charged for removal of such defects.

Therefore, this provision also applies to cases of repairs of goods as separate obligations, including situations where the repaired goods are not the product of the seller, and the customer only ordered this repair of the goods (work) separately at the seller's company.

10. Other details about notifying defects, the procedure for their settlement and other issues are set forth in the Rules for Filing Complaints. These Rules are binding for both parties.

§ 9 Defaults

1. If the Seller is in default with the delivery of the goods, the Buyer may claim contractual penalty in the amount of 0.05% of the purchase price of the undelivered goods for each day of delay, unless the framework agreement sets forth otherwise.

2. If the Buyer is in default with the payment of the purchase price, the Seller may claim contractual penalty in the amount of 0.05% of the unpaid amount for each day of delay; the right of the Seller for the damages in full amount shall remain unaffected.

§10 Other provisions

The whole relationship between the parties shall be governed by Czech law; the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

If the Seller unintentionally breaches obligation or obligations arising from an agreement, the Seller shall reimburse the Buyer for the damage. The amount of damages paid by the Seller shall however not exceed in total the individual purchase price of the defective goods. Claims for indemnity amounts to a maximum double the purchase price of the defective goods if the Buyer abnegates his rights of a defective performance and rights of claims for indemnity, beyond this limit.

Contracting Parties agree that all disputes arising from this Contract and from appropriate orders and individual purchase agreements executed under the Contract will be decided by courts of the Czech Republic. Locally responsible for first level of proceeding will be District Court in Vsetín (if it belongs in the first instance to the jurisdiction of the District Court), eventually the Regional Court in Ostrava (if it belongs in the first instance to the jurisdiction of the Regional Court).

§11 Packages

The ownership title to the package of the goods shall be transferred to the Buyer by the takeover of the goods.

§23 Complaints Rules

The Complaints Rules is an integral part of these business terms and conditions. The rights and obligations of the parties arising from defective performance abide by these rules.

§13 Transitory and Concluding Provisions

These General Shopping Terms come into effect from 14th September 2015.

These General Shopping Terms shall apply to individual purchase agreements and orders of the goods concluded and/or submitted after the date when these General Shopping Terms came into effect.