

TERMS AND CONDITIONS

Regarding Purchase Agreements Concluded with

HELIO, spol. s r. o.

Entry in the Commercial Register: Regional Court in Brno, Section C, File 1984

IČO (Company Identification Number): 16 36 13 69, **DIČ (Tax Identification Number):** CZ16361369

Registered office: Uherské Hradiště, Mojmírova 1237, post code 686 01

Bank details: KB Uh. Hradiště, bank account 320645–721/0100

Phone/fax: 572 551 316 Web: <http://www.helio.cz> E-mail: helio@helio.cz

I.

Scope and Purpose of the Terms and Conditions

1. These Terms and Conditions form an integral part of the purchase agreements, the subject matter of which the delivery of goods by HELIO, spol. s r. o.
2. These Terms and Conditions apply to all purchase agreements entered into between HELIO, spol. s r. o., as the Seller, and an individual buyer. A purchase agreement may be also concluded in the form of acceptance of the Buyer's purchase order made in accordance with the provisions of Article II hereof.
3. If problems and disputes regarding individual purchase agreements between the Parties at any time in the future for any reason which cannot be resolved by agreement of the authorised representatives of the Parties in the shortest time convenient to the Parties, the Parties agree to comply with the provisions of these Terms and Conditions unaffected by the wording of the individual purchase agreements.
4. Any problems and disputes that arise shall be always resolved by the Parties in a mutually fair manner without any damage to their reputation, and therefore, for this purpose, they agree mainly to notify each other of all facts relevant to the compliance with the binding provisions of the individual purchase agreements; and in the case of unavoidable or hardly surmountable disputes to protect their good reputation and proceed so as not to cause any damage to the good reputation or any property damage to either of them.

II.

Conclusion of Individual Purchase Agreements and Their Particulars

1. If a separate written purchase agreement is not concluded, the purchase agreement will be concluded upon the Seller's acceptance of the Buyer's purchase order. Upon acceptance of the Buyer's purchase order, the obligation to supply goods in the specified quality and by the specified deadline arises to the Seller and the obligation to accept the goods and duly pay the purchase price specified and charge in accordance with Article III of these Terms and Conditions arises to the Buyer.
2. The purchase order must contain the following details:
 - a) Identification details of the Buyer (client);
 - b) Identification details of the Seller (supplier);
 - c) Specifications of the goods ordered and their quantities (number of pieces, metres or other units), or other properties if such properties are not common;
 - d) Purchase price or reference to the calculation of the purchase price (reference to the Seller's updated price list);
 - e) Delivery date for the goods ordered.

If the purchase order does not contain the above particulars, the purchase agreement will not be concluded.

3. A purchase order may be made in writing, by phone or electronically; a purchase order submitted by fax shall always be considered to be a purchase order made in writing.
4. A purchase order shall be deemed to be binding from the date of its acceptance by the Seller and the Seller reserves the right to reject a purchase order. If the Seller does not reject the Buyer's purchase order within 7 days from the date of receipt of the purchase order, the purchase order shall be considered acknowledged and the Seller shall be obliged to deliver the goods ordered in accordance with the provisions of paragraph 1 of this Article.
5. A written purchase agreement shall be considered to have been concluded upon its signing by the persons authorised to act on behalf of the Parties or on the day explicitly specified therein. The Seller agrees to deliver the goods to the Buyer under the terms of the purchase agreement, or to the extent specified in separate written purchase orders acknowledged by the Seller, and the Buyer agrees to accept the goods and duly pay the price determined in accordance with Article III of these Terms and Conditions.
6. The subject matter of the purchase order must be, in addition to the particulars specified in para. 2 of this Article, the quantity, design, colour shade, type, equipment, price and other specifications of the goods. If the purchase order does not contain exact specifications of the contract as its integral part (drawing documentation, specifications set by the client etc.), it applies that the subject matter of the delivery is the goods indicated in the Buyer's purchase order specified using the terms that are clear to both Parties in the execution of purchase the order from their previous practice.
7. Delivery times and delivery dates, unless set out in a written purchase agreement, shall be specified in separate purchase orders made by the Buyer.

III.

Price of the Goods Ordered and Payment Terms

1. The price of the goods shall be determined based on the price list valid on the date of the purchase agreement or the date of acceptance of the purchase order. The price list is always binding for the specific period and may be requested from HELIO, spol. s r. o. The prices are set in accordance with Section 2 of Act No. 526/1990 Coll., on Prices, as amended.
2. The price of special equipment of specific types of ordered goods, which is not included in the price list, shall be approved and confirmed by both the Seller and the Buyer. In case of doubt, it shall apply that the Seller charges the price approved by the Buyer and the Buyer is obliged to pay such purchase price.
3. If the goods ordered are delivered by the Seller in parts in several partial deliveries, the maturity period of all partial invoices for individual deliveries shall begin on the day of execution of each of the partial deliveries. This provision does not apply, however, if the delivery date of the ordered goods is included in the Buyer's purchase order.
4. The price of the goods ordered shall be paid on the basis of invoices issued by the Seller and containing the particulars listed in paragraph 5 of this Article. In the event of default in payment of the partial invoices for previous deliveries longer than 5 days, the Seller shall be entitled to suspend any further partial deliveries without any right of the Buyer to impose any sanctions. The Seller's obligation to continue with further deliveries of the ordered goods and the delivery periods shall begin on the day following the delayed payment on the date of unduly paid invoices.
5. Each invoice must contain the following particulars:
 1. Number and identification of the invoice;
 2. Agreement number (purchase order acknowledgement);
 3. Name, registered office, tax and identification numbers of the Parties;
 4. Subject matter of performance and date of taxable supply;
 5. Date of issue and sending of the invoice;
 6. Due date;
 7. Bank details (account number) of the Seller;
 8. Price of the goods and value added tax rate; and
 9. Total amount invoiced.
6. Shipping cost shall be paid by the Seller only for orders with a total value exceeding CZK 100,000 excluding VAT. If the Buyer requires performance in parts, in any quantities, the Seller shall pay the usual shipping cost only for the first partial delivery and the shipping of the subsequent deliveries shall be paid by the Buyer. If the Seller fails to comply with the due date for a total or partial delivery, the cost of shipping the total or partial delivery shall be paid by the Seller in full.
7. If the price for the ordered goods was determined taking into account the shipping, insurance, customs and tax rates valid at the time of execution of the purchase order (or at the time of conclusion of a purchase agreement, if concluded separately) and such rates change during the

time period available to fulfil the order, the Seller reserves the right to unilaterally modify the purchase price of the ordered goods in a corresponding manner.

IV.

Changes in the Parameters of the Ordered Goods

1. The particulars of purchase orders set out in Article II, paragraph 2 of these Terms and Conditions shall also apply to the implementation of any changes to purchase orders.
2. If the Buyer requests changes to a purchase order only after the purchase order has been accepted and a new delivery date is not agreed, the Seller shall deliver the ordered goods with such changed parameters as soon as possible, and the Buyer shall reimburse the Seller for all duly documented costs associated with changes made to the purchase order.
3. Taking into account the scope of changes to the parameters of the purchase order, the Seller shall communicate the new delivery date within 3 days from the date of delivery of such change to the purchase order. If the Buyer fails to communicate within 3 days that it does not agree with the newly determined delivery date, it shall apply that it agrees with the new delivery date.
4. If the ordered goods are delivered in parts, the maximum delivery period for the first partial delivery shall be 4 weeks; this period shall commence upon acceptance of the change to the purchase order.

V.

Method, Date and Place of Performance

1. The ordered goods shall be deemed to have been delivered upon their handover to a representative of the Buyer in the Seller's registered office or handover to the first carrier for transport for the Buyer to the agreed destination where the Seller shall deliver the goods on the basis of a duly confirmed delivery note indicating the date of handover.
2. Unless otherwise agreed, the Buyer shall collect all ordered goods within 48 hours of the Seller's request. A collection request may be made in writing, by phone or electronically; a collection request submitted by fax shall always be considered to be a collection request made in writing. If the ordered goods are not collected despite the Seller's request, the Seller shall not be in default in delivery and the Buyer shall not be entitled to raise any claims against the Seller.
3. During the handover of the ordered goods, a delivery note is submitted to the Buyer which the Buyer shall confirm for the Seller. If required by the nature of the purchase order, the Seller shall submit documentation indicating individual light fixtures and accessories to the Buyer along with the ordered goods.
4. The risk of damage to the goods shall pass upon the acceptance of the goods by the Buyer on the basis of a duly confirmed delivery note or upon the handover to the first carrier for transport to the Buyer.

5. In the event of damage to the shipment (damaged packaging) or quantitative defects, the Buyer shall draw up a written report with the participation of the carrier and an impartial person and submit it to the Seller. If the Buyer fails to do so, it shall not be entitled to make any claims towards the Seller regarding damage to the transported goods.
6. Any loss of or damage to the ordered goods, which occurred after their handover to the Buyer or the first carrier for transport for the Buyer, shall not constitute grounds for claiming the Seller's liability for defects in the goods and relieving the Buyer of its obligation to pay the agreed purchase price.
7. The Seller shall notify the Seller in advance of the date of delivery of the ordered goods, the shipping method, volume and quantity to be handed over to the Buyer. If the ordered goods are delivered to the Buyer outside the Seller's premises, the Buyer shall arrange storage space and employees ready to accept the goods at the place of handover of the goods; if it fails to do so, the Seller shall be entitled to unload the ordered goods in a suitable area. The risk of all damage shall pass onto the Buyer on the date of unloading of the goods.
8. The goods shall be packaged in carton boxes or in other customary packaging.

VI.

Liability for Defective Goods

1. The Seller shall provide a 24-month warranty for light fixtures with LED light sources to the Buyer, unless specified otherwise in the warranty certificate. During the warranty period, the delivered goods will be fit for use for the agreed purpose and will maintain their technical properties. This warranty shall, however, not apply to goods where the binding technical standards for their installation or binding instructions for use are not observed.
2. The warranty period according to paragraph 1 shall not apply to components that are subject to wear and tear: light sources (fluorescent lamps, flash lamps), LED light sources, if delivered separately, and emergency module batteries supplied by the Seller. The warranty period for these components is 12 months.
3. The warranty period shall commence on the date of handover of the goods to the Buyer; this shall not apply, however, to goods, the warranty period of which shall begin on the date of installation in accordance with binding technical standards or where so agreed by the Parties.
4. The Seller shall be liable to the Buyer for ensuring that all delivered goods comply, at the time of their handover to the Buyer, with quality and safety related requirements stipulated in law and binding technical standards and that they are free of legal defects, i.e. they are not subject to any type of legal obligation established in accordance with the laws of the Czech Republic. If this assurance proves to be untrue, the Seller shall reimburse the Buyer for all damage incurred in direct connection with the violation of this obligation.
5. The Buyer shall claim its rights arising from liability for the delivered goods against the Seller in writing, always properly listing the specific defects of the delivered goods. The Seller shall remove any duly claimed warranty defects of the delivered goods without undue delay after it is requested to remove the defects by the Buyer, however no later than within 30 days of the date of the claim, unless both Parties agree on a longer period (e.g. if a longer period is required due to tests or examination of defective goods). In the event of the occurrence and proper reporting of a warranty defect, the Buyer agrees to provide the Seller with all assistance necessary to

remove the warranty defect; if it fails to do so, the Seller shall not be deemed to be in default in removal of the warranty defect.

6. Removal of defects means repair or replacement of defective goods with faultless goods. If a repair or replacement with goods of the identical type is not possible, the Seller shall be entitled to, instead of replacement, deliver to the Buyer goods with the same properties and fit for use for the purpose required by the Buyer. If the replacement of defective goods is not technically feasible, the Buyer shall be entitled to withdraw from the agreement and receive a refund of the corresponding part of the purchase price (in the form of a credit note); if the purchase price is not paid or is only paid in part by the time when the warranty defects are claimed, the Parties may agree on a discount on the purchase price in an amount corresponding to the extent and severity of the defects of the delivered goods.
7. The right to make a complaint, the complaint procedure and the handling of complaints are regulated by the HELIO, spol. s r.o. Complaint Procedure.

VII.

Penalties

1. In the event of the Seller's default in delivery of the goods, the Buyer shall be entitled to claim a contractual fine of 0.05% of the price of the undelivered goods for each commenced day of default; this also applies to partial deliveries of the goods. The Buyer's right to claim a contractual fine shall not arise, however, if:
 - a) The default in payment of partial invoices for previous deliveries occurs in accordance with Article III, paragraph 4 of these Terms and Conditions; or
 - b) The delivery date (of the partial delivery) changes in accordance with Article IV, paragraph 3 of these Terms and Conditions.
2. In the event of the Buyer's default in payment of invoices issued in accordance with Article III of these Terms and Conditions, the Seller shall be entitled to claim a contractual fine of 0.05% of the outstanding amount for each commenced day of default.
3. The payment of any contractual fine shall not affect the right to claim damages or the right to charge interest on late payment at the rate of 18.25% p.a.

VIII.

Protection of the Buyer's Personal Data

1. All data from purchase orders, purchase agreements, means of remote communication or acquired in any other manner by law may be collected by the Seller as the data controller under Act No. 101/2000 Coll., on Personal Data Protection, as amended, and the Seller shall process such data exclusively in the extent provided by the Buyer. The Seller shall process personal data in accordance with Act No. 101/2000 Coll., on Personal Data Protection, as amended, especially for the purposes of its business activities.
2. The collected and processed data shall be used only for the Seller's purposes, their disclosure is voluntary and the Buyer hereby gives its express consent regarding the collection and processing of such data to the Seller to process personal data acquired in connection with the

conclusion of a purchase agreement, for an unlimited period of time until such consent is withdrawn. The Buyer acknowledges that it is entitled to withdraw its consent in writing at any time and the Seller will be obliged to dispose of the personal data.

IX.

Final Provisions

1. The rights and obligations of the Seller and the Buyer that arise due to withdrawal from a purchase agreement shall be fully governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended.
2. By concluding a specific purchase agreement or executing a purchase order delivered to the Seller, the Buyer gives its express consent to these Terms and Conditions.
3. Unless specified otherwise in these Terms and Conditions, the rights and obligations of the Seller and the Buyer shall be governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended.
4. Special arrangements contained in separately concluded purchase agreements shall, if any rights and obligations of the Seller and the Buyer contained in these Terms and Conditions are created, amended or waived thereunder, shall always prevail over these Terms and Conditions.
5. These Terms and Conditions shall become effective on 1 July 2017. Their full wording is available at the Seller and all its branches, as well as on the official website of HELIO, spol. s r.o. (<http://www.helio.cz>).
6. The purchase agreement and any and all contractual obligations arising out of or associated with the purchase agreement shall be governed by and interpreted solely in accordance with the laws of the Czech Republic. The jurisdiction of Czech general courts is agreed for any disputes.

On behalf of HELIO, spol. s r.o.:

Ing. Stanislav JURČÍK

Executive