

**VYRTYCH a.s.**

with the registered office at Židněves 116, 294 06 Březno, ID number: 27862470  
incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 11596

**GENERAL SALES TERMS AND CONDITIONS  
VYRTYCH a.s.****1. RECITALS**

- 1.1. These General Sales Terms and Conditions (hereinafter “**GSTC**”) govern the conditions for provision of services and sales of goods between the buyer and the seller - VYRTYCH a.s., ID number: 278 62 470, with the registered office at Židněves 116, 294 06 Březno, Czech Republic, incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 11596 (hereinafter referred to as the “**Seller**”). These GSTC also govern all future business relations of the Seller and the buyer, provided that the parties have not expressly excluded them, including in cases where they have not been expressly re-confirmed.
- 1.2. The GSTC apply in full scope, unless the parties agree differently in a contract or general contract (both hereinafter referred to as “**Contract**”); the content of a Contract takes priority of these GSTC. The business terms and conditions of the buyer shall not take effect and not become a part of the concluded Contract, unless the Seller expressly agrees in writing.
- 1.3. The GSTC are an integral part of each Contract concluded between the buyer and the Seller in their version effective as of the day of the Contract.

**2. OFFER AND CONCLUSION OF CONTRACT, ORDERS**

- 2.1. All unilateral legal actions of the buyer and the Seller directed the conclusion of a Contract (orders, offers, inquiries, etc. as well as confirmation thereof) require written form to be binding and effective. For the purpose of the aforementioned, means of electronic communications are also deemed written form.
- 2.2. The Seller may cancel or amend its draft Contract in writing, if the buyer receives such amendment or notice of cancellation before the Contract is concluded. A concluded Contract may be amended solely in writing, by numbered amendments signed by both parties. The Seller excludes acceptance of its offer with any supplement or deviation. Where the buyer accepts Seller’s offer with any deviation or supplement, such offer represents a new offer made by the buyer.
- 2.3. The buyer’s order shall contain at least the identification of the parties, the specification of the goods, their quantity, the date of delivery and the purchase price. An order is valid for 30 days from delivery to the Seller; during this period, the Seller is entitled to accept the order and the buyer is not entitled to cancel or change the order without the consent of the Seller. The Seller is entitled to reject any orders.
- 2.4. The buyer acknowledges that a Contract is concluded between the buyer and the Seller upon acceptance of an order by the Seller. The buyer is not entitled to unilaterally terminate such order, or the concluded Contract, with the exception of withdrawal due to its material breach or other reason specified in these GSTC.
- 2.5. In the event the buyer completely or partially frustrates the provision of services or sale of goods under a concluded Contract, for any reason on its part, it shall reimburse the

Seller for all costs incurred to no purpose and compensate for lost profits caused thereby. This provision shall not affect the Seller’s right to compensation for damage incurred by the Seller due to frustration of services or sale of goods in the consequence of the buyer’s actions, as well as any other right of the Seller under applicable law.

**3. PRICE**

- 3.1. The purchase price shall always be agreed in the Contract. The parties have agreed that a Contract shall not be concluded without explicit agreement on price.
- 3.2. Unless stated otherwise in the Contract, the purchase price includes the costs of packaging of the goods. If the Seller secures the transport of the goods, the buyer is obliged to also pay the Seller the costs associated with the transport of such goods together with the purchase price.
- 3.3. The Seller is entitled to demand an advance on the purchase price of the goods based on a pro-forma invoice (advance payment certificate), payable within the period specified on the relevant invoice, unless the parties agree on a different maturity date in a Contract.
- 3.4. The Seller’s right to the purchase price for the goods arises either on: (a) the day of delivery of the goods under a Contract; or (b) the first day of buyer’s delay in accepting the goods under a Contract (as addressed in Article 8 below), whichever occur first. Goods are delivered even if only a part thereof has been accepted, in which case the accepted part is deemed taken over and the remaining part may be deemed delayed.
- 3.5. A minimum quantity surcharge of EUR 15.- shall be added to orders with an order value of the products of no more than EUR 150.-.

**4. DELIVERY CONDITIONS AND DEADLINES**

- 4.1. Unless a Contract stipulates otherwise, the Seller shall deliver the Goods EXW (Seller’s registered office) under Incoterms 2020.
- 4.2. If the Seller is obliged to secure the transport of the goods according to a Contract, the buyer is obliged to secure proper conditions for takeover (authorized person, necessary premises, access road, etc.) on the day the goods shall be (as agreed by the parties) delivered.
- 4.3. The goods shall be packed as per standard business procedures taking into account their nature, point of delivery and mode of transport. If the Seller has packed the goods and the packaging (or pallet, container, etc.) is returnable due to its nature or as per a Contract, the buyer is obliged to return such packaging or similar items to the Seller at its own expense and risk without undue delay after delivery.
- 4.4. If the Seller is in delay in the delivery of the goods for reasons other than those listed in Article 5 below, it is considered a minor breach of the Contract. In such a case, the buyer may withdraw from the Contract after expiry of an additional (at least 4 weeks from notice) period set by the buyer in which no performance was provided. However, the Seller is obliged to inform the buyer about a

delay in delivery of the goods in writing and shall make an effort to agree on an alternative solution with the buyer.

- 4.5. In the event of withdrawal from a Contract, the buyer is entitled to claim damages, but only in the amount of increased costs incurred from purchase of alternative goods of the same quantity and type. Other claims of the buyer for damages consisting in compensation for actual damage and lost profit may arise solely when it is proved that the Seller caused such damage willfully.

## **5. DISRUPTION OF SUPPLIES AND FORCE MAJEURE**

- 5.1. Circumstances which may not be reasonably avoided and are beyond Seller's control, such as strikes, epidemics, war, fire, obstacles caused by official regulations, natural disasters or other cases of force majeure, which prevent deliveries or significantly impede them, release the Seller from the obligation to perform the Contract for the period of their existence. This also applies if the Seller's suppliers fail or are in delay in fulfilling their obligations, or in case of disruption of usual purchase and transport conditions, and such circumstance has not been caused by the Seller. The Seller is obliged to inform the buyer of any of the above facts without undue delay. The period for delivery of goods and services is extended by duration of the events described above. If any of the above events has lasted for more than one month, each party is entitled to withdraw from a Contract.

## **6. PASSING OF RISK OF DAMAGE TO GOODS, DISPATCH AND LOADING OF GOODS**

- 6.1. The risk of damage to the goods passes when the buyer accepts or is in delay in accepting the goods. If the goods are transferred by a carrier contracted by the buyer before their delivery, the risk of damage to the goods passes onto the buyer when the goods are taken over by such carrier.
- 6.2. Loading and transportation is subject to standard conditions of the relevant carriers. Where the Seller is authorized to contract a carrier for the buyer, it shall be liable for eventual damage solely when such damage was caused willfully or due to gross negligence in the course of selection of an appropriate carrier. If expressly agreed with the buyer in writing, the Seller is obliged to arrange and pay insurance of goods in transport (or if stipulated by the relevant INCOTERMS).

## **7. TERMS OF PAYMENT**

- 7.1. Purchase price for delivered goods shall be paid by the buyer based on proper tax documents (invoices) issued by the Seller and delivered to the buyer to the address of its registered office or another address notified by the buyer to the Seller in writing. The buyer agrees that invoices shall be issued in electronic form. Electronically issued invoices shall be delivered to the buyer to its electronic address notified to the Seller.
- 7.2. The purchase price becomes immediately due on the first day of buyer's delay in taking over the goods.
- 7.3. The buyer is not entitled to offset its receivable from the Seller against its debt owed to the Seller, without the prior written consent of the Seller. The buyer is not entitled to withhold payments, or any part thereof, due to any counterclaims or alleged claims. The buyer is not entitled to assign any of its receivables from the Seller to a third party without the prior written consent of the Seller (nor is it entitled to assign the Contract as a whole), nor to encumber such receivables with any third-party right.

## **8. DELAY**

- 8.1. The buyer is obliged to collect the goods within the period specified in the Seller's written notice, but no later than on the agreed day of delivery of the goods. If the buyer fails to do so, the Seller's obligation to deliver the goods shall be deemed duly fulfilled by the expiry of the last day of the period for collection of the goods (or by the expiry of the agreed day of delivery of the goods), giving the Seller the right to claim payment of the purchase price; at this moment, the risk of damage to the goods passes onto the buyer. In such a case, the goods shall be stored at the Seller at the risk and expense of the buyer. If the buyer violates its obligation set out in this paragraph and fails to collect the goods in time, the buyer undertakes to pay the Seller a contractual penalty of 0.05% of the purchase price of the uncollected goods for each day of delay. This provision is without prejudice to the right of the Seller to claim reimbursement of costs incurred for storage of goods. Purchaser's delay in taking over delivered goods lasting more than 15 days constitutes a material breach of the Contract.

- 8.2. Failure to pay the purchase price within the specified period is considered a material breach of the Contract. In the event of the buyer's delay in paying pecuniary obligations, including the purchase price, the Seller is entitled to a contractual penalty of 0.05% of the amount due for each calendar day of delay.

- 8.3. In the event of the buyer's delay in fulfilling any due financial obligation under any Contract, the Seller is entitled to suspend the delivery of any goods to be delivered. The Seller is entitled to suspend the delivery of the goods in this manner until the buyer settles all its due pecuniary obligations vis-à-vis the Seller. Delivery periods are stopped during the period of suspension of deliveries and the suspension of delivery of goods shall not constitute Seller's delay in fulfilling its obligation under any Contract.

- 8.4. Any claims of the Seller from default interest and/or contractual penalties arising from these GSTC have no effect on the Seller's claim against the buyer for damages and the amount thereof.

## **9. GUARANTEE CONDITIONS**

### **9.1. DEFECTS AT DELIVERY**

- 9.1.1. The buyer is obliged to thoroughly inspect the goods without undue delay after delivery. The buyer is not entitled to postpone the inspection of the goods even if the goods are directed to another destination during transport or subsequently sent by the buyer, even if the Seller knew of these facts in advance. Upon receipt of the goods from the carrier, the buyer is obliged to check integrity and any defects in the packaging of the goods, pallets and other elements ensuring the protection of the goods during transport, and record all deficiencies in the delivery note submitted by the carrier or other document with a similar purpose and ensure that this information is confirmed in writing by the carrier; if the buyer fails to do so, it shall lose any rights under guarantee and defective performance within the scope of such delivery. Obvious defects of the goods, as well as deviations in the quantity of delivered goods, shall be notified by the buyer to the Seller without undue delay, no later than the day following delivery of the goods, in writing in the delivery note or otherwise in writing. If the buyer fails to do so, its rights arising from obvious defects and the right to demand delivery of missing goods (compared to the agreed quantity) shall expire.

### **9.2. GUARANTEE PERIOD:**

- 9.2.1. The Seller provides a 24month (unless these GSCT stipulate otherwise) quality guarantee for the goods. The guarantee period begins at the moment of delivery of the

goods, or at the moment the buyer is in delay in accepting the goods. The guarantee shall not cover consumables (especially discharge lamps, fluorescent lamps, fasteners, etc.).

9.2.2. The Seller provides a different guarantee period for the following goods or parts thereof:

- a) batteries for emergency units – 12 months;
- b) LED lights
  - full warranty - 24 months;
  - extended warranty – 60 months\*;
- c) discharge lamps, fluorescent lamps and power supplies (excluding LED modules) - 12 months.

\* Within the extended warranty, the company Vyrtych a.s. provides for additional types of LED luminaires an additional free replacement of the defective parts for a period of 36 months after the expiration of the full warranty of 24 months. The extended warranty of 36 months does not apply to additional costs associated with resolving the complaint.

### 9.3. EXERCISE OF PURCHASER'S RIGHTS

9.3.1. The buyer shall report all defects in writing to the Seller immediately, no later than within 5 days after their occurrence. The buyer shall report defects by email sent to [complaint@vyrtych.cz](mailto:complaint@vyrtych.cz), in person at the registered office of the Seller or in writing by a registered mail sent to the Seller's address.

9.3.2. Unless the Seller determines otherwise, the buyer is obliged to deliver the goods (in whole), which are deemed defective by the buyer, to the Seller no later than five days from the notice of a defect, unless the buyer and the Seller agree otherwise. Transportation of the goods back to the Seller shall be provided at the expense and risk of the buyer.

9.3.3. In the notice of defective goods, the buyer is obliged to identify the defective goods, the type of defect, the buyer's identification data (at least name and surname or business name, ID number or date of birth, and address or registered office) and contract (e-mail and phone) data and photo documentation of the defect, if possible. If the buyer exercises the rights from defects in LED lights with an extended guarantee of 60 months, it shall also attach to the notice documents certifying regular inspections and maintenance of the lighting system.

9.3.4. All expenses associated with the exercise of rights from defective goods (especially expenses for installation and disassembly, transportation, disposal, lifting equipment, scaffolding, etc.) shall be borne by the buyer. The transport of defective goods back to the Seller is at the risk of the buyer, who is obliged to sufficiently secure the goods intended for transport to prevent their damage. The buyer is entitled to reimbursement only for costs incurred in connection with the removal of the claimed defect (so-called additional costs), which shall be approved in advance in writing by the Seller.

9.3.5. The buyer is also obliged to ensure separate storage of goods claimed to be defective until the corresponding complaint is handled. The buyer is not entitled to freely dispose of the claimed goods, which would impede or prevent from successful complaint process. Unless the buyer agrees otherwise in writing with the Seller, it is not entitled to repair the claimed goods itself or otherwise manipulate them in order to eliminate the claimed defect. If the buyer violates the above obligations and also if it fails to allow the Seller to verify the defect, or fails to allow the Seller to access the claimed goods, or to provide the Seller with samples of

the claimed goods at its request, or fails to provide sufficient documents within the deadline set by the Seller enabling the Seller to quantify a reasonable discount on the purchase price, the complaint may be refused and the buyer shall lose its right from defective performance and quality guarantee.

9.3.6. A complaint shall not entitle the buyer to suspend (withhold) payment of the purchase price of the goods (or a part thereof), nor to refuse to accept further deliveries under the same or different contract. The parties have agreed that the buyer's claims from defective performance and quality guarantee expire if the buyer fails to report the defects within the agreed deadlines and in the agreed manner.

### 9.4. EXCEPTIONS FROM GUARANTEE AND LIABILITY FOR DEFECTS

9.4.1. The following shall not be deemed a defect of lights (LED or other):

- a) deviation of the luminous flux and output of the light within a tolerance of  $\pm 10\%$  of the nominal value;
- b) colour temperature deviation within a tolerance of  $\pm 200$  K of the nominal value; and
- c) decrease in luminous flux by  $0.6\%$  (or less)/1,000 hours of operation.

9.4.2. The following shall not be deemed a defect of LED lights:

- a) failure of an individual LED chip in the module;
- b) nominal failure rate of electronic driver or LED modules of  $0.2\%/1,000$  operating hours (unless the nominal failure rate for an individual product is defined otherwise).

9.4.3. In case of LED lights, the rights from the guarantee shall not cover:

- a) plastic and metal parts (e.g. covers, housings, fixing clips) that may change their color and mechanical properties as a result of the natural aging process under normal conditions.
- b) emergency units and batteries - LED tubes, LED panels, LED downlights and LED emergency lights.

9.4.4. The Seller is not liable (nor shall it provide a quality guarantee) for defects of the goods caused by accident or force majeure, and for defects of the goods caused by wear and tear from normal use or use that is contrary to the purpose of the goods or the accompanying documentation (in particular non-compliance with the instructions in the assembly manual and maintenance manual, including e.g. damage to the surface by scratches, cuts, corrosives, etc., damage to the paint caused by improper maintenance and care, including the use of aggressive or unsuitable cleaning agents, polishes, etc.), incorrect installation or installation in unsuitable environment (e.g. exposure to chemicals, grease, unsuitable temperature, etc.). The Seller shall also not provide a guarantee for quality for defects caused by actions or omissions, defective use, improper supervision or maintenance by the buyer.

9.4.5. If the buyer incurs damage as a result of breach of any obligations of the Seller under a Contract (e.g. due to defective delivery of goods), without existence of circumstances of force majeure excluding the Seller's liability, the Seller shall only be obliged to pay actual, demonstrably incurred material damage quantified by the buyer, up to a sum corresponding to 100% of the purchase price of defective or undelivered goods. The Seller shall not compensate lost profits. The buyer cannot claim compensation for damage caused by a

delay in the delivery of goods from the Seller's suppliers, required for the fulfillment of the Seller's obligation under a Contract.

#### **9.5. DEFECT RECTIFICATION:**

- 9.5.1. The Seller shall rectify a defect by repairing or delivering new goods or providing a discount on the purchase price. Due to rapid technical progress in the industry, when providing a replacement delivery with new goods, the Seller may deliver goods of the same purpose but with a different technical specification and/or different luminous flux or color of light compared to the originally delivered goods. The Seller shall select the method for defects rectification. The buyer shall not be entitled to choose a right from defective performance.
- 9.5.2. The Seller shall rectify defects of the goods without undue delay, within a reasonable period given the nature of the particular defect, however, no later than 30 days from the notice of the defect. The time required for professional assessment of a defect is not included in this period.
- 9.5.3. If the buyer exercises a right from defective performance without justification, it shall reimburse the Seller for costs associated with assessment of a defect (visit of a complaint technician, technical tests of goods etc.).
- 9.5.4. If an exercised claim from defective goods is not justified, the Seller may offer to repair the goods for a fee; if the buyer disagrees, all claimed goods shall be returned to the buyer in the condition as sent to the Seller for assessment, or in the condition in which the Seller received such goods after their expert assessment by the manufacturer. If the goods, or parts thereof used for analysis, have not been returned to the Seller by the manufacturer after the completed tests and trials, the goods shall not be returned to the buyer.

#### **10. RESERVATION OF TITLE**

- 10.1. All goods delivered by the Seller to the buyer remain the property of the Seller until the buyer has fully paid the purchase price for the delivered goods and all other receivables related to such delivery, including, but not limited to, storage, costs of insurance (if applicable) and transportation of goods to the buyer.

#### **11. PERSONAL DATA PROTECTION**

- 11.1. The buyer acknowledges that the Seller processes personal data of the buyer communicated in the order or the Contract for the purpose of fulfilling the order, and further understands that such data are necessary for performing the order. The processing of personal data shall take place in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), as well as other legislation that governs the processing of personal data.
- 11.2. Personal data may be disclosed to Seller's employees and also to third parties who provide guarantees for the implementation of appropriate technical and organizational measures so that processing of personal data meets the requirements of relevant legislation on personal data protection under Czech and EU law (in particular GDPR). Processors of personal data process personal data only within the instructions of the Seller and are primarily IT system administrators, software providers and other processors who concluded a personal data processing agreement governing the rights and obligations within

personal data processing. The Seller is also obliged to provide personal data to administrative authorities, courts or other public authorities in cases specified in the relevant legal regulations.

- 11.3. The Seller undertakes not to further disclose or provide personal and business data to third parties. An exception to this rule is the provision of personal data related to distribution or payments associated with the ordered goods.

#### **12. COMMON AND FINAL PROVISIONS**

- 12.1. If insolvency proceedings are initiated against the buyer, the Seller is entitled to withdraw from the Contract without further notice. Each of the parties is entitled to withdraw from the Contract in writing in the event of a material breach of the Contract by the other party. Upon withdrawal, such Contract shall terminate with effect from the date of delivery of the withdrawal to the other party.
- 12.2. The rights of the Seller arising on the basis of the Contract or in its connection shall expire after fifteen years.
- 12.3. The legal relations between the Seller and the buyer are governed by the law of the Czech Republic. Conflict of law rules of international private laws and the provisions of the UN Convention on Contracts for the International Sale of Goods are hereby excluded. The Seller and the buyer agree on exclusive jurisdiction of Czech courts. The court within the district of the Seller's registered office with material jurisdiction shall be the locally competent court.
- 12.4. All information provided in a Contract, as well as information, documents and other materials provided by the Seller to the buyer in connection with a Contract, which are not commonly available, are trade secrets of the Seller. The buyer undertakes not to use this confidential information for its own purposes contrary to the purpose of a Contract, nor to provide it and allow access to it to third parties without the prior written consent of the Seller.
- 12.5. Where reference is made in a Contract to a particular Annex thereto, that Annex shall be deemed to form an integral part of the Contract. If the content of the Annex is in conflict with the content of the Contract, the Contract shall take precedence. Should any provision of the Contract or the GSTC be found partially or completely invalid, apparent, ineffective or unenforceable, this fact shall be without prejudice to the validity, effectiveness and enforceability of the remaining provisions of the Contract or the GSTC as a whole. In such a case, the parties shall without undue delay agree to replace the invalid, apparent, ineffective or unenforceable provision with a new one which most closely approximates the purpose of such provision.
- 12.6. The buyer assumes the risk of a subsequent change in all circumstances and, therefore, in the event of a change that creates a particularly gross disproportion in the rights and obligations of the parties to the buyer's disadvantage, either disproportionately increasing the costs of performance, or disproportionately reducing the value of the goods, it shall not be entitled to claim renewal of negotiations on a Contract.
- 12.7. The Seller has the right to demand any interest (current and default) in the amount exceeding the principal.
- 12.8. The parties agree that no term of these GSTC or a Contract shall be construed to the detriment of the party that first used such term. The parties agree that their legal relations established by any Contract shall not be subject to business practices established generally or in the given industry.
- 12.9. The GSCT are effective from 1 April 2022.