

## **Terms and Conditions**

**of Démos trade, a.s., based in Ostrava-Kunčičky, Škrobálkova 630/13, Post Code 718 00,  
ID No.: 25397478, entered in the Commercial Register maintained by the Regional  
Court in Ostrava, Section B, Inset 1921**

### **1. Subject of Regulation**

- 1.1 These Terms and Conditions apply to the obligations between Démos trade, a.s., in the position of the Seller and legal and natural persons who are entrepreneurs or legally considered to be entrepreneurs in the position of the Buyer (hereinafter collectively, the Parties), to the extent that obligations of the Parties are not regulated by a separate agreement on the conditions of the sales of goods.
- 1.2 These Terms and Conditions govern in particular the method of concluding purchase contracts as well as the method of performance and payment of the purchase price and the procedure of the Buyer when making claims for defective goods.

### **2. Registration of the Buyer**

- 2.1 During customer registration in the electronic ordering system (EOS), each customer determines a login identification code and is then assigned a unique URL address by the system to create an access password. This information is sent to the e-mail address entered during registration. The customer is required to ensure that user login passwords are kept confidential and is responsible for any misuse of the password by an unauthorised person.
- 2.2 If the Buyer applied for registration without the use of EOS, the Seller may register the Buyer and inform the Buyer in writing or by telephone of the date from which the Buyer has been registered and is entitled to order goods from the Seller in accordance with these Terms and Conditions.

### **3. Method of Concluding Purchase Contracts**

#### **a) Method of Concluding Purchase Contracts Using Seller's EOS**

- 3.1 The Buyer logs in to the Seller's EOS using a customer identification code and login password, completes the order and sends it to the Seller via EOS. As of sending the order, the Buyer is bound by the content of the order, incl. the prices of the goods listed in EOS (incl. possible shipping charges).
- 3.2 If the Seller also confirms the receipt of the order via EOS, this confirmation of the order by the Seller will result in the conclusion of a purchase contract.

#### **b) Method of Concluding Purchase Contracts without the Use of EOS**

- 3.3 The Buyer orders delivery of goods from the Seller in writing, by telephone, in person, by fax or by e-mail, the Buyer being bound by the content of the order, incl. the prices of the goods listed in the Seller's price list (incl. possible shipping charges).

3.4 If the Seller confirms the receipt of the order by telephone or e-mail, this confirmation from the Seller will result in the conclusion of a purchase contract.

#### **4. Method and Place of Performance**

4.1 Goods ordered by the Buyer in accordance with these Terms and Conditions shall be delivered by the Seller to the Buyer either by means of the so-called “cash on delivery” or by using its own delivery or handed to the Buyer in person at its establishment.

4.2 The place of performance will be the address in the purchase contract, usually stated by the Buyer in the order, if the Seller accepts it.

4.3 The risk of damage to the goods passes to the Buyer as of its takeover or delay with takeover.

4.4 The Seller is not in delay with delivery of the goods in the case when a particular delivery under a partial Purchase Contract (wholly or partly) depends on a subcontract to the Seller from their subcontractor; the delivery time of the Seller is extended by the delay in the delivery of their subcontractor. If, for this reason, the Seller fails to deliver the goods to the Buyer within 60 days after the agreed delivery date, the Buyer is entitled to entirely withdraw from the partial Purchase Contract only if the goods have not been delivered or if the Seller has not informed the Buyer that it is due to arrive in the near future.

4.5 The Buyer agrees to receive information about the status of the order and the delivery of the goods to an e-mail address or by means of SMS to the Buyer's telephone number.

#### **5. Purchase Price and its Maturity**

5.1 Together with the price for the goods, the Buyer shall also pay the VAT in the appropriate amount and, if applicable, transport charges (hereinafter collectively the “Purchase Price”). The Purchase Price is due upon receipt of the goods by the Buyer.

5.2 If the Purchase Contract is concluded with the Buyer outside EOS, the Seller shall issue a tax document (invoice), by which the agreed Purchase Price shall be charged to the Buyer, and the invoice shall be attached to the goods delivery. If the so-called cash on delivery is used, the Buyer shall pay the Purchase Price against receipt of the goods.

##### **5.3 Invoicing, Offsets**

a) The Seller shall issue the tax document in such a method that it will be placed in the EOS portal within 2 working days after delivery of the goods so that the Buyer can access it using their customer identification code and password. The Buyer is then obliged to make this EOS tax document available to themselves and print it for their accounting purposes. In this case, the Purchase Price for the goods shall be due no later than on the day stated on the tax document, regardless of whether and when the Buyer will access and print the EOS tax document in accordance with this Contract.

b) Setting off Claims

In the event that the Seller and the Buyer have mutually applicable claims against each other, they agree that, unless provided hereinafter otherwise, they are entitled to set off them against each other only by agreement. In such a case, the Seller shall issue a set-off agreement in EOS, and the Buyer, which enters the EOS through its customer identification code and password, shall accept the agreement by checking the option, thereby confirming the conclusion of the agreement to the Seller. The Seller is also entitled to offset unilaterally their claim prior to maturity against the Buyer's claim, even by e-mail, or only by issuing a draft agreement on offset of mutual claims in EOS, which the Buyer does not accept as mentioned above in five business days following the issue; the effects of the offset arise after vain expiration of this period.

c) Confirmation of receipt and approval of the credit note issued

In the event that the Seller issues a tax credit note to the Buyer, the delivery of which to the Buyer the Seller has to prove under the VAT Act, the Parties agree that the Buyer shall acknowledge receipt of the credit note through EOS. In such a case, the Seller shall issue a tax credit note in EOS, and the Buyer, which enters the EOS through its customer identification code and password, shall acknowledge receipt of the credit note by checking the option, thereby confirming the receipt of the credit note to the Seller and agreeing to its issuance.

The Seller is also entitled to send the credit note to the Buyer via e-mail. In such a case, the Buyer undertakes to send a confirmation of the receipt of the credit note to the Seller.

d) Sending tax documents via e-mail

The Buyer also agrees to send tax documents (invoices, credit notes) by e-mail. The e-mail address for receiving tax documents shall be communicated to the Seller via the EOS system.

## **6. Liability for Defective Goods**

6.1 The Seller is responsible for a defect that the goods have at the moment when the risk of damage to the goods passes to the Buyer, even if the defect becomes apparent only after this moment.

6.2 The Buyer is obliged to check the goods immediately after its receipt and to report apparent defects to the Seller (or carrier) or to refuse to take over the goods.

6.3 If the defect becomes apparent after the risk of damage has passed to the Buyer, the Buyer is obliged to notify the Seller thereof in writing and make their claim of defects without undue delay after the Buyer discovered such a defect or could have discovered such a defect with due care (but no later than within 3 days). The Buyer may no longer change the announced choice of claim without the Seller's consent.

6.4 The Buyer shall not have the rights related to defective performance of the Seller if they are not exercised in due time. Notwithstanding the preceding sentence, the Buyer shall not have the rights related to defective performance if they have not exercised them within six months of the passing of the risk of damage to the goods.

- 6.5 If the Seller receives a written or telephone notice of defects of the goods from the Buyer and claims of the Buyer on the defects of the goods, the Seller is obliged to examine the notice, for which the Buyer undertakes to provide them with all the necessary cooperation. The Seller shall notify the Buyer of the result of the examination no later than 30 calendar days from the receipt of the defect notice, if the Seller finds the Buyer's claim to be legitimate, they shall, within the same time limit, take the necessary measures to satisfy the Buyer's claim arising from the defective goods.
- 6.6 The procedure for claiming defects of goods as well as the conditions for return of non-defective goods (including handling charges) are in addition to these Terms and Conditions specified in the Complaints Procedure, which is an integral part of these Terms and Conditions as Annex No. 1.
- 6.7 The Buyer waives its rights to compensation for damage caused by defective goods, to the fullest extent permitted by statutory provisions (i.e. except for damage caused intentionally or through gross negligence, damage to natural human rights and damage to the weaker party); this is without prejudice to the Buyer's rights arising from defective goods under the agreement between the Contracting Parties. Notwithstanding the foregoing, the Buyer waives all possible rights to compensation for non-proprietary harm, lost profits and any other indirect harm caused by defective goods. The Contracting Parties expressly exclude the application of Section 1924 of the Civil Code.

## **7. Final Provisions**

- 7.1 The application of Sections 1799 and 1800 of the Civil Code is excluded.
- 7.2 The Buyer acknowledges that the Seller processes their personal data in accordance with applicable legal regulations. More information is available at <https://www.demos-trade.eu/privacy-policy>.
- 7.3 These Terms and Conditions are governed by the laws of the Czech Republic, excluding its regulations of private international law. The statutory provisions governing relations between the Parties take precedence over commercial practices.
- 7.4 The Buyer declares that they enter into this Contract as an entrepreneur and an expert in the field of activities to which the goods to be purchased under this Contract belong. The Buyer assumes the risk of changed circumstances.
- 7.5 These Terms and Conditions apply until the Buyer accepts a new wording, even if issued by the Seller only in EOS. Any person who is authorised to enter into purchase contracts on behalf of the Buyer with the Seller may accept this new wording for the Buyer (in EOS – the authority to send an order).

## **Annex No. 1**

### **COMPLAINTS PROCEDURE**

of Démos Trade, a.s.,  
**based at Ostrava-Kunčičky, Škrobálkova 630/13, Post Code 718 00, ID No.: 25397478,  
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The Complaint Procedure sets out the procedure for claiming defects of goods purchased by customers – entrepreneurs. It concerns complaints based on the quality, type or number of goods delivered and the conditions under which goods free of defects may be returned.

#### **I.**

When taking over the goods, the delivery must be properly inspected, especially if it is a fragile item, in particular, aluminium frames, sinks, doors, light racks, etc. It is also necessary to check the number of packages. In the case of goods dispatched through mail order, if an inappropriate number of items is noted, an objection must be made in the delivery note. For goods being delivered from establishments, a complaint report must be made in such a case. If the Buyer fails to do so, it confirms with its signature the receipt of the consignment without objections. In the event of any damage to the shipping container, an objection to taking over the shipment must be written down with the carrier, then the contents of the goods checked and, if the goods are found damaged, a complaint report with the carrier must be drawn up.

The claim must be applied without undue delay, no later than 3 business days of delivery of the shipment so that the claim can be duly assessed and settled.

The complaint of the goods purchased via mail order can be made by phone at 596 223 470, in writing by fax at 596 223 471, by e-mail at [reklamace@demos-trade.com](mailto:reklamace@demos-trade.com), or possibly via EOS. The place for claiming the goods purchased through mail order is located in the establishment in Ostrava, at Škrobálkova Street 630/13.

You may claim the goods purchased at establishments in person, by telephone or by e-mail on the appropriate premises where the goods were purchased, or via EOS. Contacts are available on [www.demos-trade.com](http://www.demos-trade.com).

When reporting a complaint, an invoice number (alternatively a variable symbol, delivery note number), code and name of the product, claimed quantity, reason for the claim (specification of defect shall be provided for defective goods) and a requested method of settlement of the claim (replacement, credit note, not applicable to goods subject to repair) shall be stated.

If a claim requires a review of the goods purchased through a mail order, the customer centre shall arrange for the goods to be returned by a carrier.

If the claim requires a review of the goods purchased at establishments, the Buyer shall return it. The Buyer may contact the respective establishment and agree on the possibilities of transporting the goods back. The Buyer is responsible for the due loading of the goods onto the vehicle.

Goods to be returned must be complete (unless agreed otherwise), in suitable packaging material that meets shipping requirements of the goods in question, preferably in their original packaging, and, prior to returning, they must be stored in a way so as to avoid any damage. If the goods are handled by a fork-lift truck, the goods must be stowed in a method so as not to cause damage, using respective dunnage.

If the goods to be returned was delivered separately on a pallet, the goods need to be shipped back in appropriate packaging and mounted to the pallet, and prior to the shipment, photo documentation of the goods without and with packaging must be made.

When the returned goods are packed in the original manufacturer's package, no writing may be placed on the packaging, all documents must be inside the package.

## **II.**

### **Conditions for Returning Goods with No Defects**

Purchased goods may be returned only on condition that goods are unused, uncut, undamaged, including accessories, in original packaging and suitable for resale. The possibility of returning goods with no defects only applies to the assortment in stock.

Goods bought through mail order are returned by the Buyer at their own expense to the establishment at address Démos trade, a.s., Škrobálkova 630/13, Ostrava-Kunčičky, 718 00.

Goods purchased at individual establishments are returned by the Buyer to the respective establishment where the goods were purchased. Contacts for individual establishments are available at [www.demos-trade.com](http://www.demos-trade.com).

Shipment services are available at the customer centre or at the establishment by telephone or in writing, depending on where the goods were purchased, whether at the establishment or via mail order.

Upon return of goods within 3 business days of delivery, no fees are charged to the Buyer. From 4 to 30 calendar days from delivery, a handling fee of 10% of the returned goods is charged. The return of the goods after 31 calendar days is only possible subject to the Seller's consent, in which case the handling fee is 30% of the price of the returned goods.