

General terms of trade of Kamat spol. s r.o.

1. Preamble

These General terms of trade (hereinafter as "GTT") are valid for purchase of goods from the seller that is company KAMAT spol. s r.o., Identification number: 45538701, with registered seat in Nové Město nad Metují, registered in Register of Companies administered by Regional court in Hradec Králové, section C, insert 1812, in internet shop **obchod.kamat.cz**, that is operated by the company KAMAT spol. s r.o. (e-shop) but also for purchase of goods in brick-and-mortar stores of the company KAMAT spol. s r.o. and this is done based on purchase contracts concluded with buyer through internet shop obchod.kamat.cz send by electronic mail but also by phone, fax or other negotiation between seller and buyer that lead to conclusion of purchase contract. These GTT regulate relations between buyer and seller in area of sale of goods between KAMAT spol. s r.o., Identification number: 45538701, with registered seat in Nové Město nad Metují, registered in Register of Companies administered by Regional court in Hradec Králové, section C, insert 1812 (hereinafter only as "Seller") and its business partners (hereinafter only as "Buyer").

All contractual relations are concluded in compliance with legal code of the Czech Republic. The Buyer by submitting his/her order, i.e. proposal for conclusion of the purchase contract (hereinafter only as "Order") confirms that he has acknowledged himself with these terms of trade and he agrees with them. The Buyer is notified about these terms of trade in sufficient way even before actual realization of the Order and he gets a chance to acknowledge with them. By realization of the Order the Buyer confirms that he has acknowledged himself with these terms of trade and that he agrees with them.

2. Definitions

1. Seller

The Seller is (the company) KAMAT spol. s r.o., Identification number: 45538701, with registered seat in Nové Město nad Metují, registered in Register of Companies administered by Regional court in Hradec Králové, section C, insert 1812.

2. Buyer

The Buyer is consumer or entrepreneur.

The consumer is every person that outside the scope of his/her business activities or outside independent execution of his/her occupation concludes the contract with the Seller or negotiates with him in another way (hereinafter only as "Consumer").

Legal relations of the Seller with the Consumer that are not explicitly regulated by these GTT are governed by the relevant provisions of the Act no. 89/2012 Coll., Civil Code, and Act no. 634/1992 Coll., Consumer Protection Act, both as amended as well as related legal enactments.

The entrepreneur means every person that independently carries out a gainful activity to his/her own account and responsibility based on trading or other similar form to do so consistently in order to make a profit. Each person that concludes contracts related to actual business, productional or similar activity or at independent execution of his/her occupation, alternatively a person that acts on behalf or on account of entrepreneur is considered as an entrepreneur (hereinafter only as "Entrepreneur").

3. Consumer contract

The Consumer contract is purchase contract, contract for work, alternatively other contract in accordance with Civil Code if the contractual parties of this contract are the Consumer on one side and the Entrepreneur, alternatively the Seller, on the other side.

3. Processing of personal data

1. The Seller is administrator of personal data in accordance with article 4, point 7 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
2. Terms of personal data protection are part of the contract and are available at <https://www.kamat.cz/galerie/web7/9/e3cfd0f.pdf>

4. Order and conclusion of the Contract

The Buyer is authorized to order goods at the Seller by means of e-shop order system, alternatively by phone, fax, e-mail or other appropriate way. The Seller publishes offered goods on e-shop web pages. Placement of offered goods on the Seller's web pages is neither proposal for conclusion of purchase contract nor public offer. Only the Buyer's Order is proposal for conclusion of purchase contract made by means of e-shop order system, alternatively by phone. The Seller confirms acceptance of Order to the Buyer without delay by means of e-mail to e-mail address assigned by the Buyer. Actual purchase contract is concluded in the time of Order confirmation delivery from the Seller's side. Mutual rights and obligations following from the purchase contract arise between the Seller and the Buyer from this moment. It is possible to change or cancel the arisen purchase contract (including agreed purchase price) only based on agreement of contracting parties or based on legal reasons.

These GTT are made in Czech language whereas the purchase contract may be concluded also only in Czech language. The Buyer who has permanent address in member state of European Union outside of the Czech Republic, alternatively he/she is citizen of member state of European Union outside of the Czech Republic agrees with conclusion of purchase contract in Czech language by sending proposal for conclusion of purchase contract.

It is not possible to detect whether some errors have occurred at the time of data processing before Order submitting alternatively to correct these errors. The Buyer's Order and its confirmation by the Seller are archived by the Seller and these are accessible on the Buyer's request in period of 2 years after conclusion of the purchase contract.

5. Price of goods, terms of payment and delivery

Offer and prices stated on the Seller's e-shop are contractual, final, always up-to-date and valid and this is true for time that they are offered by the Seller in the internet shop. Costs for transport are stated in part "Period of delivery and terms of delivery". Costs resulted from usage of distance communication means to the Buyer in connection with the purchase contract conclusion (costs for internet connection, costs for telephone calls) are paid by the Buyer. The final calculated price after filling of the order form is already stated including carriage charges. The price stated at the goods at the time of goods ordering by the Buyer is valid as the price at conclusion of the purchase contract between the Seller and the Buyer. Tax certificate made out based on the purchase price by the Seller at the same time serves as bill of delivery. The Buyer may take over the goods on principle after complete payment of the purchase price unless this is otherwise agreed.

In case when the Buyer makes a payment and the Seller eventually is not able to deliver the goods, then the Seller returns the payment to the Buyer in agreed way without delay. Period for return of invested means is dependent on chosen mean of their return but it must not exceed time of 30 days since the moment when this impossibility arose.

The goods remain as property of the Seller until the time of purchase price full payment.

Recycling charge

In compliance with Act no. 185/2001 Coll. on waste as amended there is an obligation to pay a recycling charge for the goods bought by the Buyer. The buyer meets this obligation together with payment of the

purchase price to the Seller. Amount of the recycling charge is always stated in product detail on internet pages of the Seller.

The Seller accepts the following terms of payment:

- In cash
- By bank transfer
- By cash on delivery

For purposes of payment and goods delivery the Seller distinguishes “Unregistered customers” and “Registered customers”.

The unregistered customer is a Buyer who based on his/her order has an interest to conclude a purchase contract with the Seller usually for the first time and his/her order in internet shop www.elektroprovsechny.cz makes as one-time.

The registered customer is a Buyer who had concluded purchase contract(s) with the Seller as supplier in the past and therefore he/she provided his/her identification data for processing and has an opportunity to log in to internet shop www.elektroprovsechny.cz by means of entry data provided by the Seller.

Delivery of goods and payment of the purchase price

1) Personal offtake and payment of the purchase price

The Buyer may take over the goods at chosen branch store of the Seller. The Buyer is informed about date when the buyer may take over the goods in the Seller’s e-mail confirming acceptance of the Order of good, alternatively by phone. The goods that are available at the chosen branch store are ready for offtake usually on the day following the day of the Order confirmation. The goods that are available on the other branch store of the Seller are ready for offtake usually within 5 working days after the day of the Order confirmation.

The purchase price is then paid in cash at the time of goods offtake by the Buyer, in case of the Registered customer with credit limit by a bank transfer to invoice due within 14 days after goods offtake. It is also possible to agree on another form of payment for goods based on individual agreement between the Seller and the Buyer.

2) Shipment of goods by transport service and payment of the purchase price

It is possible to ship the goods by transport service, for example PPL, Czech post, s.p. or by another carrier. The Buyer chooses transport service at his/her Order. The price for transport is governed by actual price list at the day of the Order and it is stated in the Order.

If the Buyer is the Unregistered customer then the purchase price for the goods is paid 1) by bank transfer in advance based on an advance invoice or 2) in cash together with the goods delivery (cash on delivery). Based on individual agreement between the Seller and the Buyer it is possible to agree on another form of payment for goods. With advance invoice this invoice is made out together with the Order confirmation by the Seller but no later than the day following after the Order confirmation and the goods is dispatched usually within 2 working days from the day of paying of the purchase price for the goods. If the payment in cash together with the goods delivery is chosen then the goods is dispatched usually within 2 working days from the day of the Order confirmation by the Seller. Dispatch of goods may be extended even up to 5 days if it is necessary to pick the goods on another branch store of the Seller.

If the Buyer is the Registered customer then the purchase price for the goods is paid 1) by bank transfer in advance based on an advance invoice or 2) in cash together with the goods delivery (cash on delivery). Based on individual agreement between the Seller and the Buyer it is possible to agree on another form of payment for goods. With advance invoice this invoice is made out together with the Order confirmation by the Seller but no later than the day following after the Order confirmation and the goods is dispatched usually within 2 working days from the day of paying of the purchase price for the goods. If the payment in cash together with the goods delivery is chosen then the goods is dispatched usually within 2 working days from the day of

the Order confirmation by the Seller. Dispatch of goods may be extended even up to 5 days if it is necessary to pick the goods on another branch store of the Seller.

6. Rights from defective performance

The Seller is responsible to the Buyer that the thing does not have any defect at taking delivery. The right of the Buyer from defective performance is based by defect that the thing has at the time of transfer of danger of damage to the Buyer but it will show later. The Buyer does not have rights from defective performance if this concerns a defect that he/she had to recognize with spending of usual attention at the time of the contract conclusion. The Buyer where possible inspects the thing as soon as possible after transfer of danger of damage and becomes convinced about its characteristics and amount.

Substantial breach of contract

If the defective performance is substantial breach of contract then the Buyer has a right:

- a. to removal of defect by delivery of new thing without defect or by delivery of missing thing
- b. to removal of defect by repair of the thing
- c. to reasonable discount from the purchase price, or
- d. to resign from the contract

The Buyer informs the Seller what right he/she choose with information about the defect or without useless delay after informing about the defect. The Buyer cannot change such made choice without approval of the Seller; this does not apply when the Buyer requested repair of defect that shows to be unreparable. If the Seller does not repair defects in adequate period of time or if he announces the Buyer that he will not repair the defect then the Buyer may request reasonable discount from purchase price instead of removal of defect or he/she may resign from the contract. If the Buyer does not choose his/her right in time he/she has the right as this is a case of non-substantial breach of contract.

Non-substantial breach of contract

If the defective performance is non-substantial breach of contract then the Buyer has a right:

- a. to removal of defect
- b. to reasonable discount from the purchase price

Until the Buyer exercises the right for discount from purchase price or he/she does not resign from the contract then the Seller may deliver missing part or remove the legal defect. The Seller may remove other defects of his choice by repair of a thing or by delivery of a new thing; such choice must not cause disproportionate costs to the Buyer. If the Seller does not remove the defect in time or if he refuses to remove the defect of the thing then the Buyer may request a discount from purchase price or he/she may resign from the contract. The Buyer cannot change such made choice without approval of the Seller.

If the Buyer does not announce the defect without useless delay after the time when he/she could find it during early inspection and sufficient care, the court will not adjudge the right from defective performance. If this is a hidden defect that the same applies as when the defect was not announced without useless delay when the Buyer could find it with sufficient care, but no later than in two years after delivery of the thing.

Rights from defective performance belonging to Consumer

If the Buyer is Consumer that the following provision are valid for his/her rights from defective performance.

The Seller is responsible to the Consumer that the thing does not have any defect at taking delivery. Especially the Seller is responsible to the Consumer that at the time when he/she took over the thing:

- a. the thing has characteristics that were agreed by parties and where such agreement is missing then it has such characteristics that the Seller or producer described or that the Consumer expected considering a nature of the goods and based on advertisement made by them
- b. the thing is suitable for purpose stated by the Seller or for purpose that it is usually used for

- c. the thing corresponds by quality or by design to agreed sample or pattern if the quality or design assigned in accordance with agreed sample or pattern
- d. the thing is in corresponding quantity, extent or weight
- e. the thing follows legal regulations

The Consumer is authorized to apply a right from defect that occurs at consumer goods within the period of twenty-four months from takeover. If the defect shows during six months from takeover that it is considered as the thing has such defect already at its takeover.

If the thing does not have above given characteristics then the Consumer may request a delivery of a new thing without defect if it is not inadequate considering a nature of the defect but when such defect relates only to a part of the thing then the Consumer may request change of this part; and if this is not possible then he/she may resign from the contract. If this is disproportionate considering nature of the defect, especially where it is possible to repair the defect without useless delay then the Consumer has a right to costless removal of the defect. The Consumer has the right for delivery of a new thing or exchange of its part even in case of removable defect if he/she cannot duly use the thing for repeated occurrence of defect after its repair or for higher number of defects. In such case the Consumer has the right to resign from the contract. If the Consumer does not resign from the contract or if he/she does not apply the right for delivery of a new thing without defects, for a change of its part or for repair of the thing then he/she may request reasonable discount. The Consumer has the right for reasonable discount even in a case when the Seller is not able to deliver a new thing without defects, change its part or repair the thing as well as in such case when the Seller is not able to make amends in adequate period of time or when making the amends cause considerable difficulties to the Consumer. The right from defective performance does not belong to the Consumer when the Consumer knew before the takeover of the thing that it has defect or if the Consumer caused the defect himself/herself.

7. Guarantee

By quality guarantee the Seller undertakes that the thing will be fit for use for its usual purpose or that it will retain its usual characteristics for specific time. The indication of the warranty period or the expiry date of the thing on the packaging or in advertising also has these effects. The guarantee may be provided even for particular part of the thing.

The warranty period for sale of consumer goods is 24 months. If a period for the use of the thing is indicated on the thing being sold, its packaging or the instructions accompanying it in accordance with special legislation, the warranty period shall end on the expiry of that period.

The guarantee does not apply to wear and tear caused by its usual use. At things being sold for lower price the guarantee does not apply to defects that were reason for agreement of lower price. If the things were used before then the Seller is not responsible for defects corresponding to wear and tear that the thing had at a time of takeover by the Buyer. The Buyer has not the right from the guarantee if the defect was caused by external event after transfer of danger of damage on the thing to the Buyer.

The warranty period starts from takeover of the thing to the Buyer. Warranty period is extended for a time when the goods were in warranty repair.

Rights from defective performance as well as rights from a guarantee may be applied at the Seller and in all his branch stores.

All rights and obligations of contracting parties arising from defective performance and from quality guarantee that are not regulated by these GTT are governed by relevant provisions of relevant legal regulations, especially by Act no. 89/2012 Coll., Civil Code, and Act no. 634/1992 Coll., Consumer Protection Act both as amended.

8. Termination of the contract

The Buyer who is Consumer and who concluded the purchase contract with the Seller with use of means of distance communication has the right to resign from this contract in accordance with provision of § 1829 and following of the Act no. 89/2012 Coll., Civil Code, i.e. the Consumer has the right to resign from this contract without giving a reason and without any sanction within 14 days from takeover of goods (in case there are several types of goods or delivery of several parts are subject of purchase contract, then the period of time starts from the day of takeover of the last part). Resign from the purchase contract must be sent to the Seller in period stated in the previous sentence.

The Consumer may also use a [sample form](#) provided by the Seller for resign from the contract. The Consumer may send the information about resign from the purchase contract to the Seller's address, and to electronic mail address kamat@kamat.cz.

If the Consumer resigns from the contract he/she is obliged to send or deliver goods that he/she has received from to the Seller no later then within fourteen days from resign from the contract.

In case of proper resign from the contract by the Consumer according to the previous paragraphs, the Seller shall return to the Consumer the funds received from the Consumer (except for the amount representing the additional costs of delivery of the goods incurred as a result of the Consumer's chosen method of delivery of the goods, which is other than the cheapest method of standard delivery of the goods offered by the Seller) no later then within 14 days of the resign from the purchase contract by the Consumer, in the same way as the Seller accepted them from the Consumer. The Seller is entitled to return the received funds by other means, provided that the Consumer agrees and does not incur additional costs for the Consumer. The Seller is not obliged to return the received funds to the Consumer before the Consumer returns the goods or proves that the goods were sent to the Seller.

In the case of resign from the contract, the Consumer shall bear the cost of returning the goods and, in the case of a contract concluded by means of distance communication, the cost of returning the goods, if the goods cannot be returned by their nature through the usual postal route.

The aforementioned resign from the contract and the procedures related thereto shall not apply to the Buyer, who is an entrepreneur, or to contracts concluded otherwise than using means of distance communication.

The Seller has the right to resign from the contract if the Buyer does not pay the full amount of the purchase price within 30 days from the date of conclusion of the purchase contract.

9. Final provisions

The Buyer shall enable the Seller to perform the obligations in accordance with the offer/contract, for which he/she shall make all necessary cooperation.

The Buyer undertakes to pay all costs incurred by the Seller by sending reminders and costs associated with the recovery of any claims.

The Buyer acknowledges that the Seller is entitled to assign his claim from the contract to the third party.

The Buyer, who is the Registered Customer, shall inform the Seller immediately of the change in his/her identification data, no later than within 5 working days from the day when such change occurred.

The parties undertake to use their best endeavours to resolve amicably any disputes arising out of or in connection with the contract and/or the GTT.

Mutual commitment relationship of contracting parties is governed by legal code of the Czech Republic, especially by Act no. 89/2012 Coll., Civil Code, as amended, and Act no. 634/1992 Coll., Consumer Protection Act, as amended. For the purposes of contracting with an international element, in accordance with Article III of Regulation No. 593/2008 on the law applicable to contractual obligations, adopted by the European

Parliament and the Council of the European Union on 17 June 2008 (hereinafter only as "Rome I"), the Contracting Parties have chosen the law applicable to the purchase contract and these GTT the Czech law, excluding the application of the "United Nations Convention on Contracts for the International Sale of Goods". This choice is without prejudice to Art. VI. Rome I, concerning consumer contracts.

In case that any provision of the contract and/or GTT is or will become or will be found invalid or unenforceable, this will not affect (to the maximum extent permitted by law) the validity and enforceability of the remaining provisions of the contract and/or GTT. In such cases, the contracting parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision having, to the greatest extent possible, the same meaning and effect as the intention of the provision to be replaced.

As a precaution, the contracting parties hereby declare, for cases of contracting with an international element, for any cases of disputes (except those for which the exclusive jurisdiction of the arbitrator is established) in accordance with Art. 23 Council Regulation (EC) no. 44/2001 dated 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, negotiating the exclusive jurisdiction of the Czech courts to decide any future disputes arising from and/or in connection with the contract and/or the GTT.

The contracting parties hereby establish for all disputes in connection with the contract and GTT (except for disputes where the exclusive jurisdiction of the arbitrator is given) the jurisdiction of the court according to the place of the Seller's registered office, i.e. the District Court in Náchod, or the Regional Court in Hradec Králové; provided that the Buyer is an entrepreneur.

The Seller provides the handling of consumer complaints by means of the email address kamat@kamat.cz. The Seller sends the information about the handling of the consumer's complaint to the Consumer's electronic mail address.

In the event that a dispute arises between the Buyer – Consumer and the Seller from the purchase contract, and this dispute cannot be resolved by mutual agreement, the Buyer – Consumer may also use the possibility of out-of-court dispute resolution. In such a case, the Buyer – Consumer may contact the entity of out-of-court dispute resolution, which is the Czech Trade Inspection (*Česká obchodní inspekce*), with its registered office at Štěpánská 567/15, 120 00 Prague 2, web address: www.coi.cz, and proceed according to the rules stated there. More information about out-of-court disputes resolution, its opening and progress, can be also found at web pages of the Czech Trade Inspection. The Buyer – Consumer may also use an online platform for disputes resolution that is established by European Commission on internet page <http://ec.europa.eu/consumers/odr>.

These GTT come into force and effectiveness on 21 May 2018 and are available on internet pages obchod.kamat.cz. The Seller is entitled to change these GTT at any time. The GTT shall then cease to be valid and effective on the date of entry into force of the later GTT.