

# TERMS AND CONDITIONS OF SALE

## SALES AND WARRANTY INFORMATION

These Terms and Conditions become effective on 1. January 2018.

This document replaces all previous releases of the Terms and Conditions.  
Modifications of these Terms and Conditions are reserved.

### NOMENCLATURE

The **Seller** is a legal business entity offering either its own products and services or products of other business entities. Following the scope of these Terms and Conditions, the Seller is SOLAR controls s.r.o., with office located at Brojova 25, 32600, Plzen, Czech Republic, registered at Regional court in Plzen, section C, folder 25402.

The **Buyer** is either a consumer or another business entity. Unless otherwise stated in writing, no recognition will be made for the Buyer's legal status according to these Terms and Conditions. The Buyer can be located anywhere in the world, but the Seller does not deliver the goods directly to the Buyer, if located outside the European Union. If the Buyer is outside the EU, then only electronic service supplies (if any) are possible. Goods must be purchased from a local distributor (if any). In all other cases, the Buyer cannot buy the goods from the Seller.

### APPLICATION

Unless otherwise agreed in writing, the following conditions are applicable to any sale of goods by the Seller. Only when a particular sales agreement related to products of the Seller has been agreed between the parties, such an agreement will prevail over the present Terms and Conditions, which will apply, as the case may be, in a supplementary way.

### REGISTRATION

The Buyer can register in the online store of the Seller to create his own user account. This way is recommended by the Seller to proceed especially with multiple orders in an easier way. Registration is not required. The Seller is obliged to keep Buyer's data in secrecy and to dispose all registration data of the Buyer upon Buyer's request. The latter cannot apply for data related to the contracts already carried out which the Seller must keep for legal reasons. User account is protected by username and password and the Buyer is obliged to keep this information in secrecy. The Seller is not responsible for any direct or consequential damages that might occur due to misapplication of Buyer's user account. The Seller may cancel Buyer's user account if the Buyer is not using it for more than 12 months. Access to Buyer's user account is not guaranteed at any time, it can be denied if system maintenance is performed etc.

### ORDER

The Seller accepts either written orders or orders issued through and confirmed in the online store of the Seller. Written and confirmed orders shall only become binding to us upon issue of our written order acknowledgement. Order acknowledgments will be sent automatically for orders confirmed in the Seller's online store. For these cases the Seller is not bound to deliver all ordered goods if the goods are no more available in the amount specified in the order. In such cases the Seller will contact the Buyer to specify another amounts or possible replacements.

The Buyer agrees with the application of Internet communication for the entire phase of order processing. In particular the Buyer agrees with electronic exchange of all documents. These documents include e-mail notifications about order processing, invoices, refund requests and warranty claims. The Seller sends invoices always in pdf format, attached to the e-mail notification after the order has been successfully processed.

Unless not yet processed and shipped or made available to withdraw by the Buyer for less than 14 days, the order written or confirmed by the Buyer can be cancelled by the Buyer. The Seller will not charge any fee to the Buyer in this case.

## PAYMENT

The Seller shall sell the goods in accordance with the prices stated on the order acknowledgement. Prices are mentioned VAT excluded. For customers without VAT exempt prices are mentioned and payment proceeds VAT included. For payment valid VAT rate of Czech Republic applies at the moment of order confirmation. Any increase in the costs on which these prices are based and/or any new taxes which come into force after the execution of the agreement shall entitle the Seller to increase its prices proportionally on the delivery date, at the Buyer's expenses.

All invoices emitted by the Buyer outside of Czech Republic are payable in EURO, upon receipt. The Buyer has to pay shipment costs bound to the order if the Seller shall organize the shipment. In case of online orders the delivery fee prices are available to the Buyer before order is confirmed. Unless otherwise specified in the proposal or in the order confirmation, the payment is processed upon receipt of prepayment invoice from the Seller.

The Buyer shall pay prepayment invoice (down payment) and the Seller shall ship ordered goods upon receipt of the payment in whole.

For customers where a bilateral contract applies, prepayment invoice may not be required. In such cases the shipment and the payment proceeds according to the payment and delivery terms agreed within the contract. In case of failure to pay an invoice in whole until the due date stated on the invoice, the amount due is de jure and without prior notice increased by 0.3% each day following the due date.

If the Buyer, in the event of a partial delivery, neglects to pay in accordance with the agreed payment terms, the Seller may either terminate the underlying agreement or require a down payment, or suspend the future deliveries, without prior notice.

Such a non-payment of an invoice will moreover result in the immediate collectability of all of the receivables, including receivables which are not due.

## DELIVERY

Unless otherwise agreed in writing, the Seller will delegate a suitable parcel service to ship ordered goods to the Buyer. The goods will be automatically insured by the Seller against loss or accidental damage.

The Buyer may organize the delivery of the ordered products ex works and the Seller will not charge shipping costs. Then Buyer shall bear all the costs and the risks related to the transport. The goods delivered ex works will be withdrawn in 14 days of the notice by the Seller to the Buyer informing him they are at his disposal. In the absence of complete withdrawal after this period, the Seller has the right, either to invoice the goods, or, without formal notice, to consider the sale as automatically cancelled in all. For such cancelled orders the Seller has the right to charge 2% storage cost fee to the Buyer.

## ACCEPTANCE

The Buyer should inspect the goods within maximum seven (7) days from delivery. In case shipment has been organized by the Seller the latter recommends that the Buyer checks for any visible or otherwise discoverable damages upon receipt of the shipment. Later claims might not be applicable. The goods shall be deemed to be accepted by the Buyer if he has not given full and detailed notice, in writing and by registered mail, to the Seller of any alleged defect in the goods before expiry of the given period.

Acceptance shall cover all obvious defects which the Buyer could discover or should have discovered at the time of delivery of the goods or in the following seven (7) days when carrying out careful inspection, including a conformity check between the goods sold and the delivered goods in terms of models, quantities and appearance. Only complaints for defects which materially decrease the utility of the goods in view of their usual purpose shall be accepted.

Any complaint relating to the existence of a hidden defect will have to be notified to the Seller in a complete and detailed manner, by registered mail, within seven days as from the discovery of the defect. In no case, the introduction of a written complaint or a claim does not suspend the enforceability of the entire amount of an invoice on its due date.

## WARRANTY

The Seller warrants to you that the goods shall be free from defects in manufacturing materials and workmanship under normal use for the period of 6 months from the date of purchase of the goods, unless stated otherwise for respective goods.

This warranty does not cover cases where:

- Goods were damaged during shipment. In such cases damage has to be claimed by the Buyer at the parcel service.
- Goods were damaged by the Buyer intentionally or due to negligence.
- Goods were damaged by incorrect installation or misuse.
- Goods were damaged by natural disasters.
- Goods were damaged by common wear and tear.

No firmware or software tools are covered by this warranty, which includes any firmware or software which may have been supplied with or preloaded into the products. Any warranty (if any) given regarding software or firmware supplied with a product shall be governed by the specific end user license agreement supplied with such software or firmware. If there is no such agreement then no warranty applies to the software or firmware.

If any hardware modifications or changes are made to the goods during the warranty period, then this invalidates the warranty.

Warranty claims for products of the Seller purchased from a supplier other than the Seller have to be applied to this supplier.

Warranty claims for products purchased directly from the Seller must be applied to the Seller.

Products failed within the warranty period must be shipped to the Seller. If the claim will be acknowledged by the Seller as eligible he either repairs or replaces the failed product and ships repaired or new product back to the Buyer within thirty (30) days, in either case free of charge. If the claim is not covered by the warranty the Seller will contact the Buyer how to proceed with the repair or replacement.

To make a claim under this agreement, the Buyer must contact the Seller before the end of the warranty period, providing:

- Details of the product and its serial number.
- Proof of purchase for the product.
- Details of the mode of failure of the product.

Any repaired or replaced product will be warranted for the remainder of the original warranty period plus the period where product was in repair due to eligible warranty claim.  
Contact data of the Seller can be found at the end of this document.

## REFUNDS

The Buyer can return the goods within 14 days from the purchase date without penalty and without giving any reason. The Buyer has to return the goods to the Seller along with the information how payment return should be executed. Basically only bank transfers are accepted by the Seller. Other methods may be applicable according to information available on the Seller's web site or upon Buyer's request.

The goods must be returned in faultless state and in original package if possible. The Seller may inspect returned goods. If the returned goods show significant degree of wear and tear or are not fully functional then the Seller deems the contract to have been accepted by the Buyer and no right of withdrawal from the contract can be acknowledged by the Seller. In such case the Seller may buy the goods back for appropriate price. In case the goods were not used or were used for very short period where no significant damage or wear and tear could arise, the Seller will return full price to the Buyer upon receipt of such goods.

Refunds do not apply for goods specified by the Council Directive 97/7/EC, especially for:

- goods which are made to the consumer's specifications or clearly personalized or which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly,
- goods or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by the supplier.
- the supply of audio or video recordings or computer software which were unsealed by the consumer.

## RETENTION OF TITLE

The goods delivered to the Buyer remain the property of the Seller until they have been completely paid for by the Buyer, including all costs and taxes. In case of default in payment, in whole or in part, upon due date, the Seller is entitled to request the restitution of the delivered goods and to invoice the Buyer with all costs incurred.

In the event that the goods have been sold by the Buyer to a third party, the Seller also reserves the right to claim the price of the products held by the third party. The retention of title is deferred on the sale price. The non-payment of any of the invoices can also result in the restitution of the products.

## BANKRUPTCY/INSOLVENCY

The Seller reserves the right to automatically put an end without notice to any order or contract in the event of bankruptcy or of insolvency of the Buyer. The bankruptcy or the insolvency of the Buyer also results in the full collectability of all the debts of the Buyer towards the Seller.

## CONTACT DATA OF THE SELLER

**Postal address:** SOLAR controls s.r.o., Brojova 2053/25, 32600 PLZEŇ, Czech Republic.

**E-mail address:** [info@solarcontrols.cz](mailto:info@solarcontrols.cz).

**Web site:** [www.solarcontrols.cz](http://www.solarcontrols.cz) (available in English language).