

GENERAL TRADE CONDITIONS AND COMPLAINT PROCEDURE

GENERAL TRADE CONDITIONS

BASIC DATA AND DEFINITIONS

1. These General Trade Conditions (hereinafter referred to as "GTC") are issued by AsisImport Ltd. (hereinafter referred to as the "seller") with its registered office at Holoubkovská 698, 10900 Praha 15, ID 27203093 and Tax ID CZ27203093 registered in Trade Register maintained by the Municipal Court in Prague in Section C, File 104158 and operating internet portals as well as e-shops www.ait-praha.cz, www.ledpoint.cz. or www.ledpoint.eu.

All contractual relationships are governed by the laws of the Czech Republic and governed by the following legal provisions:

- Act # 89/2012 Coll., The Civil Code (further only "CC") as amended;
- Act # 634/1992 Coll., on Consumer's Protection (further only "CPA") as amended;

For the purposes of these GTC and contractual relationships, the following definitions apply:


- a) Businessman means an entrepreneur as defined in CC, Section 420 et seq., and in particular:
 - a person who independently carries out on his / her own account and the responsibility for gainful employment in a trade or similar manner with the intention of doing so consistently for profit;
 - any person who concludes contracts related to his / her own business, manufacturing or other similar activities or in the independent exercise of his / her profession, where relevant,
 - a person acting in the name or on behalf of an entrepreneur.

The entrepreneur is considered to be a person registered in Commercial Register. It is considered that an entrepreneur is a person who has a business licence or other licence authorization under another law.

- b) Consumers means a person as defined in CC, Section 419 and CPA, Section 2 (1), i.e.
 - any person who, out of the scope of his / her business activities or the independent exercise of his / her profession, concludes a contract with, or otherwise deals with, the entrepreneur, or

- a natural person who does not act in the course of his / her business or in the independent exercise of his / her profession.

(Also collectively referred to as the "buyer")

- c) Order means an unilateral legal act by the entrepreneur or consumer directed against the seller in order to receive the ordered performance (hereinafter referred to as the "order") from him / her;
- d) Goods are products whose list and specifications are published on the website www.ait-praha.cz, www.ledpoint.cz resp. www.ledpoint.eu, including prices as well as availability (hereinafter referred to as "goods", "thing" or "product");
- e) Supply of goods means the delivery of goods to the first carrier for carriage for entrepreneur, if the carriage is carried out by the carrier. If the entrepreneur takes over the goods personally, then the delivery of the goods means the moment when the seller allows the entrepreneur to dispose of the goods in the place where the seller has the premises.
- f) Takeover of the goods means takeover of the thing by the consumer. 
- g) E-shop means the on-line store available on the seller's website mentioned under (d) and within which it is possible to order without any time limit the published offer of goods (hereinafter referred to as "e-shop").
- h) EU means the territory of the Member States of the European Union (hereinafter referred to as "EU")
- i) In the following text, both the seller and the buyer may also be referred to as "both sides" or "both parties".

These GTC define and specify the rights and obligations arising from the contractual relationship between the seller and the buyer, regardless of whether it was made orally or in writing.

As regards relationships not governed by these GTC, they are governed by the Civil Code and the Consumer's Protection Act.

2. AsisImport Ltd. is an importer of sort-term consumer goods excluding food goods, LED lighting and accessories and their wholesaler both within the EU and outside the EU. At the same time it provides also retail sales which are made exclusively through an e-shop or a personal take-off at its premises in Úvaly city by Prague.

Business address and postal address:

AsisImport s.r.o.
5.kvetna 1779
25082 Uvaly
Czech Republic (EU)
Phone # +420 246027731 to 737
Fax # +420 246027733
e-mail: lapka@ait-praha.cz; info@ait-praha.cz

Company's registration number (ID): 27203093
Tax identification number (VAT ID): CZ27203093

Working hours on weekdays: 9.00 a.m. - 4.00 p.m.

Outside the working days, the facility is closed and does not issue or accept the goods, unless agreed otherwise.

Account # for cashless payments:

435752359 / 0800

IBAN: CZ86 0800 0000 0004 3575 2359

SWIFT: GIBACZ PX

Bank: Česká spořitelna a.s. Kolín (Czech Savings Bank a.s., Kolín City, Czech Republic)

The company is a VAT payer. The Registration Certificate was issued by the Financial Office for Prague 10 with effect from March 1st, 2005 (File #: 10233/2005).

INFORMATION OBLIGATIONS before the CONCLUSION of a CONTRACT with the CONSUMER

In connection with the provisions of the act on information obligations before the negotiation of a contract with the consumer, the seller communicates the following facts in aggregate in this section with reference to the relevant provisions of the GTC and the Complaint Procedure.

PURSUANT TO SECTION 1811 OF THE CC

- a) *the identity of the entrepreneur - see GTC Art 2;*
- b) *the designation of the goods or service and a description of their essential characteristics - see the seller's website, confirmation of order;*
- c) *the price of the goods or service, where relevant, the method of its calculation incl. all taxes and fees - see seller's website, GTC Art 4 (a),(c) and (d) and Art 6, confirmation of order;*
- d) *the method of payment and the method of delivery or performance - see GTC Art 6 and 8 (a), (b) and (c), paragraphs (1),(2) and (6);*
- e) *delivery costs and, if they cannot be determined in advance, and indication that they may be additionally charged - see GTC Art 6;*
- f) *information on rights arising from defective performance, as well as warranty rights and other conditions for the exercise of these rights - see GTC, section Warranty, Defects of Goods and Complaint Procedure;*
- g) *indication of the duration of the commitment and the terms of the commitment if the contract is to be concluded for an indefinite period - see GTC Art 9 (4);*

- h) *data on the functionality of digital content, including technical protection measures - are not subject to these GTC;*
- i) *data on the interoperability of digital content with hardware and software that are known to entrepreneur or can reasonably be expected to be known to him - is not covered by these GTC;*

PURSUANT TO SECTION 1820 (1) OF THE CC

- a) *the costs of means of distance communication, if different from the basic rate → see GTC, Art 37;*
- b) *indication of any obligation to pay an advance or similar payment, if required - see GTC, Art 8c, (3) and (4);*
- c) *in the case of a contract for repeated performance, the shortest possible period for which both sides will be bound by the contract → see GTC, Art 9 (5);*
- d) *in the case of a contract concluded for an indefinite period or having recurrent performance, an indication of the price or method of determining it for a single billing period, which is always one month, if that price is fixed → see GTC Art 4a, 4c (1) and 4d;*
- e) *in the case of contracts concluded for an indefinite period or having recurrent performance, details of any taxes, charges and costs of delivering the goods or services determined in accordance with subparagraph (b) → see GTC, Art 4c and 6, confirmation of order;*
- f) *where the right of withdrawal from the contract may be exercised, the conditions, the time limit and the procedures for exercising that right, as well as the withdrawal form, the requirements of which shall be laid down in the implementing legislation → see the Lesson on the Right of Withdrawal from the Contract, Contract Withdrawal Sample Form (see the seller's web site, attachment to confirmation of order);*
- g) *the indication that, in the event of withdrawal, the consumer will 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 these goods cannot be returned by their normal postal means due to its character → see GTC, Art 10 (giiii) § 3;*
- h) *an indication of the obligation to pay a pro rata portion of the price in the event of termination of the service, the performance of which has already begun → see GTC, Art. 8 (c) par. (5);*
- i) *in the case of a contract under Section 1837 (1) the indication that the consumer cannot withdraw from the contract or, under what conditions the right to withdraw from the contract will expire → see GTC, Art 10 (giiiii);*
- j) *information on the existence, manner and conditions of out of court settlement of consumer complaints incl. the information on whether a complaint can be addressed*

to a supervisor or state oversight → see GTC, Company's Complaints Procedure, Complaint Costs and Dispute Settlement, par. (3).

REGISTRATION, PURCHASE ORDER, TRANSPORTATION AND PAYMENT CONDITIONS

3. Goods can be ordered by buyers who are registered in the e-shop and provided all the required information when registering. The registration procedure is listed under section "Registration", or "How to buy".

The minimum value of the order claimed by the consumer must be at least CZK 2000 excluding VAT.

The business relationship between the seller and the buyer who is an entrepreneur (wholesale trade) is solved according to the individually negotiated conditions that may, but may not, comply with these GTC. The seller is entitled to unilaterally refuse to enter into a purchase contract in relation to the entrepreneur. He / she informs the entrepreneur in written form, preferably by e-mail, to the address stated in his / her purchase order.

4. a) Goods for consumers are delivered at the sale prices (hereinafter referred to as "prices") published on the website of the seller or, as applicable, agreed individually.
- b) The goods for entrepreneurs are delivered at the contract purchase prices (hereinafter referred to as "prices"), which are based on the prices stated on the website of the seller. When ordering goods through e-shop, a price range is automatically generated in accordance with the conditions set in the e-shop; in other ways of ordering, the seller will notify the entrepreneur of the prices subsequently upon the confirmation of the order.
- c) Prices are invoiced incl. VAT according to the rate in force at the time of dispatch of the goods and transport, if it is charged according to Article 6. The prices published on the company's website are listed both without VAT and with VAT, the total price with VAT being rounded up in accordance with general mathematical principles.

If the goods are dispatched by cash on delivery, they are also accrued to the selling price.

- d) The prices of the goods are valid at moment of placing the order and are binding, subject to the exhaustion of stocks or the change in the supply prices.
5. The goods can be ordered via e-shop, by phone or in written by e-mail, fax, if need be by a letter, all of them to be sent to contact address referred to in Article 2. If the buyer is not registered and is about to order the goods in other way than through an e-shop, his / her order must include at least the following essential elements:
- buyer's name;
 - his / her registered office address and shipping address incl. zipcode, company ID, VAT No., if it is an entrepreneur, or delivery address if it is a consumer, state if it is a buyer established outside the Czech Republic territory;
 - buyer's contact details (phone #, e-mail address, fax #, name of responsible person, and also other details where relevant);

- product order number and required quantity (number of pcs, metres, packages etc.);
- the method of removing the goods (in person, by the seller's carrier, by own transport);
- payment method (cash on delivery, advanced payment etc.).

An order that does not meet these requirements may be rejected by the seller. He also may return it to the buyer for replenishment and give him a reasonable time. Upon expiry of this period, if the buyer does not complete the required data, the order will be viewed as if it had never been delivered.

If an entrepreneur does not include his / her VAT ID in the order, he will not be treated as a VAT payer.

6. The goods may be taken either at the seller's premises in Úvaly City by Prague, either by the buyer in person or by the carrier authorized by him, or may be delivered through the PPL CZ s.r.o. express service or other carriers under the following conditions:

- a) If the value of the goods without VAT does not reach the maximum amount of CZK 20.000, the goods are sent through PPL CZ s.r.o. and the buyer is obliged to pay transport fees at the amount specified by the shipping terms of that company. When placing an order, the order confirmation will show the average shipping amount, which will be billed based on the actual weight and number of packages.

If delivery costs cannot be determined in advance, they may be additionally charged.

- b) If the value of the goods, excluding VAT, reaches CZK 20.001 or higher, the seller shall pay the transport fees in Czech Republic. Transport charges for the foreign section will be covered by the buyer.

7. A newly registered entrepreneur shall send to the seller, at first order, a copy of his / her valid Trade Licence, extract from the Commercial Register or the relevant document from another statutory registers, as well as a copy of the certificate of assignment of the tax identification number, if he / she is a VAT payer. The buyer may either hand over this (these) document(s) to the seller in person or send them in other way [for example in writing by a letter, e-mail or fax to the sellers's contact address mentioned in Article 2].

8. By sending an order, the buyer undertakes to collect the goods and pay them.

- a) The seller will issue an invoice to the ordered goods and will send it to the buyer together with the goods. The invoice includes, on the one hand, the price of the goods and, on the other, the possible costs associated with delivery of goods under the purchase contract. The total value of the invoice is stated incl. VAT. The invoice is always issued in CZK, unless it is a shipment of goods abroad, i.e., outside the Czech Republic. In this case the invoice is issued in the currency and exchange rate agreed upon by the seller with the buyer.
- b) In the case of personal collection of the goods at the seller's premises, the seller passes the invoice to the buyer against the invoice signature, with which the buyer confirms the receipt of the goods.
- c) Payment of the goods is possible in the following ways:

- in cash upon receipt of the goods at the seller's premises;
- in cash for cash on delivery of the goods to the consumer;
- in cash for cash on delivery when the goods are dispatched to an entrepreneur who is a new customer of the seller. After verification of a new customer's payment morale, usually in a minimum of three orders, the seller may authorize the business to pay by bank transfer;
- 14-day bank transfer in the case of dispatch of goods to an entrepreneur who has a long-term business relationship with the seller and always pays full and timely his / her obligations. In such case, the reimbursement shall be made to the seller's account named as set out in Article 2 of these GTC, as well as to the invoice for the goods;
- a bank transfer maturing in advance when the goods are dispatched to an entrepreneur who repeatedly fails to comply with the agreed payment terms. In such a case, the seller will send an advance invoice to the entrepreneur and will only deliver the goods when the invoice value is credited to his account, which is mentioned in Article 2 of these GTC as well as on the advance invoice;
- for deliveries abroad, the payment terms will be agreed individually on mutual consensus between the seller and the buyer.

In all the above cases, the entire value of the goods taken at once is paid. In the case of repeated deliveries or split deliveries where only part of the ordered goods is always dispatch according to a pre-arranged schedule, each individual delivery is invoiced separately, unless the seller and the buyer agree otherwise.

For goods made directly at the buyer's request (for example with his / her own design, logo, EAN etc.) the buyer is obliged to pay the seller a deposit of at least 30% of the total sale price in advance. This deposit is irreversible.

In other cases, the seller and the buyer may agree to pay the deposit and its amount individually. This request will be declared by the seller upon confirmation of the order and the buyer must then be either confirmed or rejected. In the event of a buyer's refusal, the order requested will not be executed unless the both sides agree on other payment terms.

The buyer is also obliged to pay a proportionate amount of the sale price in case of withdrawal from the contract, the subject of which is the provision of services and the fulfillment of which has already begun.

- d) At the same time, entrepreneurs confirm that they are not in insolvency, bankruptcy or liquidation and that nothing prevents them from complying with their obligations under this contractual relationships.
- e) Consumers at the same time confirm that they are not in insolvency or insolvency proceedings and that there is nothing to prevent them from complying with their obligations under this contractual relationships.

- f) In case of delay with payment of the invoice, the buyer is obliged to pay the seller the interests on delay and expenses related to the claim in accordance with the Act # 89/2012 Coll., the Civil Code and the relevant implementing regulation.
9. By sending a binding order, the buyers confirm that they have become acquainted with these GTC and agree to their full wording and that the person who has sent and confirmed the order on their behalf is entitled to do so. At the same time they accept the prices that are valid at the time of sending the order and with which they could get acquainted with the seller's website when selecting the goods, or who were granted them in accordance with Article 4 of these GTC.

These GTC are an integral part of a contractual relationship that arises when the both parties agree to the order. In the event of divergent arrangements, the terms of these special conditions apply.

The contractual relationship is concluded for a fixed term and is valid for the settlement of mutual receivables and payables.

If the seller and the buyer agree on a contractual relationship of indefinite duration, each of the party shall have the right to terminate this agreement with a monthly notice, starting from the first day following the month in which the notice was delivered to the other party. Denunciation must be made in writing. At the same time, both parties must deal with each other's claims and obligations regardless of the date termination of the contract. This provision does not apply to contracts for the supply of goods manufactured on the buyer's demand (with its logo, EAN, design, etc.).

The seller is bound by a contract for repeated performance for the period he / she agrees with the buyer in this contract; if such an agreement is not made, then the stock of the performance is exhausted. The change in the purchase price, depending on the change in the sale price from the supplier, is not excluded. The seller must inform the buyer about the price change immediately as soon as the change is known and the price has to be reconsidered by both parties. In the absence of agreement on the new price, the contract is canceled for this reason, which does not prevent the parties from concluding a new contract on terms that are mutually agreed upon. At the same time, with cancellation of an existing contract, the both parties must deal with each other's claims and obligations.

10. ORDER, DISPATCH, WITHDRAWAL OF THE CONTRACT

- a) After placing an order via e-shop, an acknowledgement of receipt of the order is received automatically and the buyer receives it as a feedback, and in another way the order is sent separately. The order so received is further processed by the seller and, if flawless, is dispatched at the earliest possible date, i.e. usually on the next workday after receipt. In the event that the buyer orders goods that are not in stock or is not available for the ordered order, the seller will contact him / her and clarify the details of the order (see also Article 11). The same applies if you need to agree on the amount of transportation, the method of payment or other ordering details.
- b) Once the details of the order have been mutually agreed, either verbally or in writing, the seller will proceed as well as for flawless orders.
- c) The buyer has the option of checking and repairing an unsubscribed order.

- d) Once agreed with both parties, the order becomes a purchase contract. For the reconciliation of the order with both parties, the expedition of the goods shall be deemed to have been made if neither of the parties has had any comments after the order has been placed within the time limit specified for dispatch pursuant to Article 10 (a) of this order.
- e) An entrepreneur can cancel the order before dispatch without giving any reasons, either by phone on +420 246 027 732 or +420 246 027 734, possibly by e-mail to lapka@ait-praha.cz or info@ait-praha.cz. This provision does not apply to goods that have been modified at the express request of the buyer or bearing his / her trade mark / logo / design etc. Once the goods have been handed over to the first carrier for transportation, this procedure is no longer possible.
- fi) If the entrepreneur refuses to accept the goods already dispatched for reasons which are on his / her part, he is obliged to notify the seller in writing of the fact that he returns the consignment with the first occasion back and to pay the costs of packing and transporting the goods, unless he agrees with the seller otherwise. Such a consignment cannot be returned to the cashier and to the seller's account if the goods were paid in advance. In the case of goods which have been specifically adapted to the buyer's requirements (i.e. design, logo, EAN or others) and cannot be sold to another buyer without loss or cannot be sold at all, the seller is entitled to damages equal to the difference between the purchase price to be paid by the buyer and the price agreed in the spare sale or in full. Entitlement to compensation for the remaining damage is not thereby affected.
- fii) Goods must be returned in original packaging incl. complete set of all accompanying documents, without any damage and unused. Should this not be the case, the seller has the right to charge the buyer the damage he will incur by not being able to sell such goods to another buyer as impeccable. The original of the sales receipt / invoice must be enclosed to the returned consignment.
- fiii) If a gift is provided to the buyer together with the ordered goods for free, the gift agreement between the seller and the buyer is concluded with the condition that it will have no effect and the buyer will be obliged to return delivered gift together with the goods to the seller in the event of withdrawal from the contract by him / her. The return of the gift is subject to the same conditions as returned goods as set forth in paragraph (fii).
- fiiii) If the payment or partial reimbursement of the returned goods has been made, the seller has to obligation to return the payment to the entrepreneur back to the account from which the payment was made. The seller will issue a credit note to the returned goods and send it to the entrepreneur for confirmation. Once he receives confirmed credit note, he will make a refund within the normal time-limit.

This is without prejudice to the seller's right to a refund of the packaging and transport fees, compensation for damages if the goods have not been returned in perfect condition as described in paragraph (fii). The amount of such compensation must be mutually agreed upon in advance by a written agreement between the seller and the entrepreneur. Such an arrangement also means, for example, the billing of these amounts by a tax document confirmed by the entrepreneur.

Reimbursement of costs under paragraph 2 shall be made by credit against the credit note for returned goods.

- gi) The consumer cannot longer withdraw from the order at the time of dispatch and is obliged to take over the ordered goods and pay the agreed purchase price to the seller.
- gii) If the buyer does not accept the goods when delivered or sold, the seller has the right to charge the stock fees. If both parties do not agree amount of fees, the normal amount of fees to be considered for agreed.

In the event that it is necessary for the buyer to deliver the goods repeatedly or in a manner other than that stated in the order or purchase contract, the buyer is obliged to pay the extra costs associated with the repeated delivery of the goods, respectively, costs associated with another delivery method.

- giii) If the purchase contract was concluded when the means of communication are used remotely or outside the usual business premises, the consumer is entitled to withdraw from the purchase contract without giving reasons and without penalty within 14 days according to Section 1829 (1) of the CC from the date of receipt of the goods. If the subject of the contract is several types of goods or the delivery of several parts, the consumer has the right to withdraw from the contract within 14 days from the date of the last delivery of the goods; in the case where the subject of the contract is a regular repeated supply of the goods, from the date of the first delivery of the goods. If the data were communicated to the consumer pursuant to Section 1820 (1) after the conclusion of the contract, he / she may withdraw from the contract within 14 days from the date when the data was communicated to him / her, but not later than 1 year and 14 days. If the seller provided the consumer with a deceptive indication pursuant to Section 1846 (2), the withdrawal period shall be 3 months from the date on which the consumer learned or was aware of the possibility and could.

- giiii) If the consumer applies his / her right under Section 1829 (1), the seller has the obligation to return to the consumer the paid funds incl. of delivery costs without undue delay, but not later than 14 days from the date of withdrawal from the contract; at the same time he may retain them until the consumer either returns the goods or proves their dispatch.

If the consumer opts for the purchase of the goods other than the cheapest way of delivery offered by the seller, the seller shall reimburse to him / her the cost of delivering the goods corresponding to the cheapest way of delivering the goods.

The costs associated with the return of the goods (such as transport fees, for example) to the seller are not covered by the seller, even if the goods cannot be returned by their normal postal route, regardless of how the contract was concluded.

- giiiii) The seller shall return the money to the consumer in the same way he has received it. Funds may be returned to the consumer in a different way only if the consumer agrees and does not incur additional costs.

giiiii) The consumer shall send or hand over to the seller without undue delay the goods he has received under the contract, but not later than within 14 days of withdrawal from the contract.

This is without prejudice to the seller's resale right to resell thus refused goods again to another customer. The consumer is obliged to return the goods to the seller, original packaging and documents attached to the goods (such as service instructions, warranty card, etc.) and the original shall also be accompanied by the sales receipt or other document proving the purchase of the goods at the seller. Goods must not show signs of wear and tear, otherwise the seller is entitled to damages. Goods cannot be returned to the seller's cash on delivery. Such a delivery will not be accepted by the seller.

giiiiii) Except when withdrawal from the contract is expressly agreed, the consumer cannot withdraw from the contract under Section 1837 of the CC:

- the provision of services if they have been fulfilled under his / her prior express consent before the expiration of the withdrawal period and the seller has informed the consumer, before closing the contract, that he has no right to withdraw from the contract in such case;
- the supply of goods or service whose price depends on financial market fluctuations, irrespective of the seller's will, and which may occur during the withdrawal period;
- the supply of goods which has been customized to or for the consumer's request;
- the supply of perishable goods as well as goods that have been irreversibly mixed with other goods after delivery;
- repair or maintenance carried out at the place designated by the consumer at his / her request; This does not apply in the case of subsequent repairs other than repairs requested or delivery of spare parts others than those requested;
- the supply of goods in closed packaging which the consumer has removed from the packaging and cannot be returned due to health or hygienic reasons;
- supply of audio or video recordings or computer software if the consumer has broken its original sealed packaging;
- the supply of newspapers, periodicals or magazines;
- accomodation, transportation, catering or services relating to leisure activities if the seller provides these services within a specified time;
- concluded on the basis of public auction under the law governing public auctions, or
- the supply of digital content unless it is delivered on a physical medium and has been delivered with the consumer's prior express consent before expiration of the withdrawal period and the seller has informed the consumer, before concluding the contract, that he has no right to withdraw from the contract in such a case.

giiiiiii) The consumer shall send the notice of withdrawal of the contract to the seller's address referred to in Article 2. He may, at the same time, use the template form for withdrawal, which is attached to the confirmation of order in conjunction with the GTC and Complaint Procedure or may download it from the seller's website.

11. If the goods are not in stock, the seller will inform the buyer expected delivery time. If the buyer does not agree with the proposed delivery time, the order will be considered as not delivered. Otherwise, the order shall be dispatched as soon as the goods are loaded and becomes binding. If only part of the ordered goods is available in stock, the goods will be supplied in partial deliveries, unless the seller and the buyer otherwise agree.
12. If the order is cancelled by the seller, the seller has the obligation to notify the buyer of this fact by e-mail or other appropriate means, and at the same time to offer him a replacement order solution (i.e. supply of other suitable goods, cancellation of the whole order etc., for example).
13. The seller is bound to pack the goods in the manner customary for such goods in the course of trade, or, if this method cannot be determined, in a manner necessary for the preservation and protection of the goods.
14. The seller is responsible to the buyer for the fact that the thing does not have defects upon takeover by the buyer. In particular, the seller is liable to the buyer that at the time the buyer took over the thing,
 - a) it possesses features which both parties have negotiated and, in the absence of an arrangement, those characteristics which the seller or the producer has described or which the buyer expects with regards to the nature of the goods and the advertising they make,
 - b) it is fit for the purpose which the seller indicates or to which the thing of its kind is normally used,
 - c) it corresponds to the quality or performance of agreed sample or original if the quality or design have been determined on the basis of the agreed sample or original,
 - d) it is delivered in the appropriate quantity, size and weight, and
 - e) it complies with legal requirements.

In the case of a varied order in terms of quality or performance against those published on websites of the seller, the goods will be delivered in quality and performance published on the website of the seller. Adoption of an offer with an addendum or a deviation is excluded.

If the thing has a defect that does not prevent the use of the thing for its intended purpose, it can be sold only at a lower price than the usual price of the perfect thing. The seller will notify the buyer that the thing has a defect and what a defect it is, unless it is obvious from the nature of the sale.

- 15) Proprietary right to the thing is assumed by

- a) the buyer, once the goods have been delivered to him at the place of destination specified by him;
- b) the entrepreneur, once he has received the authorization to dispose of the consignment, unless otherwise agreed.

Danger of damage to goods passes to the buyer by handing the goods to the first carrier for transport to the place of destination or by taking over the goods by the buyer at the seller's premises.

WARANTY, DEFECTS of GOODS and COMPLAINT PROCEDURE

16) Warranty period & warranty card

- a) The seller shall provide for new goods a 24-months warranty period commencing on the date of delivery of the thing to the buyer. In the event the goods have been dispatched under the contract provisions, the warranty period runs from the arrival of the thing to the place of destination. If a defect occurs within a period of 6 (six) months of receipt of the goods, the goods are deemed to have been defective already upon takeover.

For used consumer goods, the warranty period is reduced by half, which means 12 months only.

- b) If the thing is to be commissioned by someone other than the seller, the warranty period runs from the date of commencement to the operation if the buyer has commissioned commissioning within three weeks of the receipt of the thing and has provided the necessary assistance in order to carry out the service properly and in good time.
- c) If a warranty certificate is issued to the goods, it is issued on the date of sale of the goods. In the event that the warranty certificate does not exist, the tax document (e.g. commercial invoice) is a warranty card.

17) The seller's liability for defects covered by the quality guarantee shall not arise if these defects were caused after the risk of damage to the goods through external events has passed and the seller or the persons with whom the seller fulfills his obligations has not caused them. This does not apply if the defect was caused by the seller.

18) The warranty period does not run for as long as the buyer cannot use the goods by reason of its defect/s for which the seller is responsible. If the result of the claim procedure is the exchange of claimed goods, the warranty period continues without interruption and ends 24 months after the first receipt of the goods after the purchase.

19) The buyer is obliged to view the goods as soon as possible after the risk of damage to the goods has passed. If the buyer fails to examine or arrange for the goods to be inspected at the time of the transfer, he may claim the defects found during this inspection only on condition that he shows that the defects already existed at the time of the transfer of the risk of damage to the goods.

The buyer is therefore obliged to visually inspect the packaging of the goods, in particular whether the package surface is not broken, whether the corners of the cartons are not deformed, whether the tape has been broken or the cardboard is not soaked, broken through or otherwise damaged. Such a condition of package may indicate that carton contents could be damaged as a result of careless handling during transportation.

In the extreme case, the buyer may also refuse to accept such a consignment in a situation where it is obviously broken not only the packaging but also the contents of the cartons, for example, individual damaged parts, pieces, fragments of products, etc. are falling out of the package.

This fact must be immediately reported by the buyer before the carrier's confirmation of the transport document, and at the same time insist on the writing of the complaint protocol, eventually ask for a record of the status of the consignment and any other possible damages. By doing so, the buyer will make it easier to resolve any later claim and minimize possible damage.

- 20) If the seller fails to comply with the obligations laid down in Articles 13 and 14 of these GTC, the goods shall be defective. The defects means also delivery of other kind of goods than those agreed within the purchase contract and defects in the documents necessary for the use of the goods. If it appears from the transport document, delivery document or from the seller's declaration that the goods are delivered in a small amount or only a part of the goods, the missing goods shall not apply to the defects of the goods.
- 21) The buyer has the right to claim this defect if defect occur within warranty period. The buyer's right to defect of goods must be exercised within warranty period without undue delay and immediately after the buyer detects the defect.

If the defective performance is a substantial breach of the contract, the buyer is entitled to:

- a) removal of defect by delivering a new thing without defect or supplying the missing thing;
- b) removal of defect by repairing the thing;
- c) an appropriate discount on the purchase price;
- d) withdrawal from the contract.

If the defective performance is an irrelevant breach of the contract, the buyer is entitled to:

- a) removal of the defect;
- b) a reasonable discount on the purchase price.

Substantial breach of the contract means a breach of duty, i.e. the sale of a thing with such a defect that the seller knew already or had to know that the buyer would not have concluded a sale contract if he had foreseen such a defect.

- 22) The warranty does not apply to the normal wear and tear of the goods (or parts thereof) caused by the normal use of the goods. Therefore, a shorter service life cannot be considered to be a defect and for the same reason it cannot be claimed.

For goods sold a lower price, the warranty does not apply to the defects for which the lower price has been negotiated. If concerned to second hand goods, the seller is not liable for the defects corresponding to the degree of use or wear and tear of the goods

when the buyer took delivery. The seller is also not responsible for defects of goods that the buyer knew at the time the contract was concluded or taking into account the circumstances under which the contract was concluded had to know unless the defects related to the characteristics of goods that the goods should have under the purchase contract.

Furthermore the warranty does not apply to:

- a) incorrect use or mechanical damage of the product;
 - b) incorrect storage;
 - c) damage as a result of inadequate or improper maintenance;
 - d) destruction or damage to the product as a result of incorrect installation or improper handling of the product;
 - e) natural changes to the materials from which the goods are manufactured;
 - f) use of the product under conditions which do not correspond to recommended environment;
 - g) use of the product in contravention of the conditions specified in the documentation to the product or general principles;
 - h) damage or destruction of product as a result of natural disaster;
 - i) damage or destruction of the product caused by external influences, such as excessive heat stress, water penetration into the product (unless clearly stated to be in a damp environment), fluctuations in power supply voltage, static electricity interference, etc.;
 - j) intentional damage of the product.
- 23) Only goods that comply with the general hygiene principles may be accepted for the claim. The buyer is obliged to submit the goods complained cleaned, free of all impurities and hygienically safe. The seller is entitled to refuse to accept the goods that do not meet the above mentioned general hygiene principles.
- 24) If the buyer has the right to remedy the defect of the goods sold properly, the authorized employee of the seller is obliged to decide on the claim without undue delay, but not later than 30 calendar days from the date of the claim, unless another he agrees with the buyer for a longer period.

This time limit does not include the time required for expert judgement of the defect.

- 25) The buyer may withdraw from the contract or require a reasonable discount on purchase price if the claim is not settled within 30 calendar days or until the end of the agreed time-limit, or if the seller notifies before expiration of the complaint that the defects cannot be remedied.

In the case of a legitimate claim, the buyer is entitled to only necessary costs associated with the claim (e.g. postal charge), at a rate corresponding to the minimum rate that the seller offers when dispatching the goods on his website.

- 26) The buyer may lodge his / her claim in one of the following ways:
- a) personally at the point of sale or in writing or in person at the address of the seller's premises: AsisImport s.r.o., 5. května 1779 str., Uvaly City, post code 25082, Czech Republic;
 - b) per e-mail at the address: lapka@ait-praha.cz or info@ait-praha.cz;
 - c) by phones at +420 246 027 732 or +420 246 027 734;
 - d) by fax at +420 246 027 733.

If the warranty card or the tax document specifies another entrepreneur than the seller responsible for repairs who is at the place of the seller or at the nearest buyer's place, the buyer shall apply his / her right to repair the thing to a contractor to perform a warranty repair. The entrepreneur authorised to repairs is obliged to make the repair in a time limit agreed upon when the goods are sold between the seller and the buyer.

- 27) The seller has the right to require the buyer to return the goods exchanged in the state in which it was delivered to his business address (see Article 26a).
- 28) The buyer must provide evidence of the purchase of the goods claimed by a purchase document or other credible means, otherwise the seller shall not initiate the proceedings in the complaint procedure and will regard the claim as if it had never been applied.
- 29) The authorized employee of the seller is obliged to issue to the buyer a written confirmation in the form of a complaint protocol indicating details of complaint like:
- date when the consumer has lodged his / her right of liability from defects,
 - what is the content of the complaint, and
 - how the complaint is asked to be settled.
- The protocol further includes other details such as date and manner of claim settlement, the details of the repairs made and the complaint duration, eventually written justification for complaint refusal.
- Once the buyer has lodged some of the rights of liability for defects of goods, such as the right to remove the defect or the discount, he is bound by this speech and cannot change the choice of the right to be exercised unless the seller agrees otherwise.
- 30) The buyer may get information of the state of the complaint through the contacts referred to in Article 26.
- 31) If the goods do not have the properties specified in Article 14, the buyer may also require the supply of new thing without defects if this is not disproportionate due to the nature of the defect, but if the defect relates only to the part of the thing, the buyer may only require a replacement of this part; if this is not possible he / she can withdraw from the contract. However, if the defect is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer has only the right the defect to be removed free of charge.

The right for supply of a new thing or replacement of the part has the buyer even in the case of a defect that can be remedied if the thing cannot be properly used for the repeated occurrence of a defect after repair or for a greater number of defects. In this case the buyer also has the right to withdraw from the contract.

If the buyer does not withdraw from the contract or does not lodge the right to deliver a new thing without defects, to replace its part or to repair the thing, he / she may require a reasonable discount. The buyer has the right to a reasonable discount even in the case that the seller cannot deliver a new thing without defects, replace its part or repair the thing as well as if the seller fails to remedy this within a reasonable time or that the remedy for the consumer would cause serious difficulties.

The right to a defective performance of the buyer does not belong if he / she knew before the takeover of the thing that the thing was defective or if the buyer caused the defect himself.

- 32) A defect resulting from improper installation or other unprofessional putting into service shall be considered a defect of the goods only if such assembly or putting into service has been negotiated in the purchase contract and has been executed by the seller or other person under the seller's responsibility. The same is true when the buyer has commissioned the assembly or other putting into service, and the defect has been caused by the incorrect instructions given in the service instructions.
- 33) The buyer has the right to exchange the right to a reasonable discount if the goods sold at a lower price or the used goods have a defect for which the seller is responsible.

PROTECTION of PERSONAL DATA

- 34) The seller undertakes that any personal data provided by the buyer is handled in accordance with Act # 101/2000 Coll. on the Personal Data Protection. Personal data serves for sole purposes of the seller only and is not provided to third parties except for carriers to whom only the data strictly necessary for the carriage of the goods to the buyer is transferred.
- 35) The buyer has the right at any time to ask the seller in writing to change or delete his / her personal data from the seller's database.

OTHER PROVISIONS

- 36) The purchase contract is concluded in the Czech language, respectively in the buyer's language and it is archived by the seller for the purpose of its proper performance and is not accessible to third parties.
- 37) The buyer agrees to use distance means of communication when concluding the purchase contract. The expenses incurred by the buyer when using distance means of communication in connection with conclusion of the purchase contract (such as expenses covering internet connection, phone calls, etc.) are borne by the buyer himself, which does not differ from the basic rate.
- 38) The seller hereby confirms that he is a participant in the ECOBAT, RETELA and EKO-KOM collective take-back systems and that he pays the applicable fees for the collection of batteries, electro-devices and packaging to these systems.
- 39) Part of these GTC is the shopping guide in the "How to buy" section and registration form in the "Registration" section, which is published on the seller's website.
- 40) Other points not governed by these GTC shall be governed by the relevant provisions of the Civil Code and the Consumer's Protection Act.

EFFICIENCY OF GENERAL TRADE CONDITIONS

41) These GTC come into effect on the January 1st, 2014 and are valid until the appeal. At the same time, all previous GTC that were valid until now, including their amendments, are canceled.

COMPLAINT PROCEDURE

This Complaint Procedure Code was prepared in accordance with the provisions of Act # 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "CC"), and # 634/1992 Coll., The Consumer's Protection Act, as amended (hereinafter referred to as the "CPA") and applies to consumer goods (hereinafter referred to as "goods", "product", or "thing"), in which the buyer's liability for defects (hereinafter referred to as "complaint") is exercised during the warranty period.

The consumer is any person who, outside the scope of his / her business or outside the scope of the independent exercise of his / her profession, concludes a contract with or deals with the entrepreneur.

The seller is a trading company AsisImport s.r.o., with registered office at Prague 15, Holoubkova 698, post code 10900, ID # 27203093, registered in the Trade Register maintained by the Municipal Court in Prague, Section C, File 104158. AsisImport s.r.o. is a person who, when concluding and performing a contract, acts in the course of its business or other business activities and, directly or through other entrepreneurs, delivers products or services to the buyer.

The entrepreneur is an entity that acts in the course of its business or other business activities when concluding and performing the contract.

The client (hereinafter referred to as "buyer") of our internet shop is either the consumer or an entrepreneur.

DEFECTS OF GOODS

The seller is responsible to the buyer for the fact that the thing does not have any defects upon takeover, especially that the thing

- has the properties agreed by both parties, and, in the absence of an arrangement, such characteristics which have been described by the seller or the producer or which the buyer expects with regard to the nature of the goods and based on the marketing made by the seller,
- is suitable for the purposes for which the seller states it or to which the thing of its kind is normally used,
- corresponds to the quality or performance of the agreed sample or original if the quality or design has been determined according to the agreed sample or template,
- is delivered in the appropriate quantity, measure or weight, and
- conforms to legal requirements.

RIGHTS FROM GOODS DEFECTS

However, if the defect is disproportionate due to the nature of the defect, in particular if the defect cannot be remedied without undue delay, the buyer is entitled to a free removal of the defect.

The buyer has the right of delivery a new thing or replacement a part even in the case of a defect that can be remedied if the thing cannot be properly used for repeated defects after repair or for more defects. In such a case, the buyer has also the right to withdraw from the contract.

If the buyer does not withdraw from the contract or does not exercise the right of delivery a new thing without defect, replacement of its part or repairing of the thing, he / she may require a reasonable discount. The buyer has the right to a reasonable discount even if the seller cannot supply a new thing without defects, replace its part or repair it, as well as if the seller fails to remedy the remedy within a reasonable time or that the remedy to the buyer would cause serious difficulties.

The faulty performance right does not belong to the buyer if he / she knew before the takeover of the thing that the thing was defective or if the buyer caused the defect himself / herself.

The buyer is not entitled to claim a defect that was rebuked in the past and if a reasonable discount on the purchase price has been already granted to him / her.

The buyer is not entitled to a warranty if the defect was caused by external event after passing the risk of the thing damage to the buyer. This does not pply if the seller has caused a defect.

TIME LIMITS

The warranty period begins with the takeover of the goods by the buyer or by delivering of the thing to destination; if another entity than the seller has to put the delivered thing into operation, the warranty period begins to run from the date of commencement of the operation if the buyer has commissioned the commissioning within three weeks of the taking over of the thing at the latest and, duly and timely, provided the necessary assistance to perform the service.

The warranty period for the consumer is 24 months, but for the entrepreneur this period is extended for a reasonable period of time to allow the goods purchased at the seller to ship further. This time will always be judged individually according to the customary practices and with regard to the specific characteristics of each product. If the entrepreneur uses these goods for his / her own use, he is entitled to the same long term of warranty as the consumer, i.e. 24 months.

If a defect occurs within a period of 6 months of the takeover, the thing is deemed to have been defective already at takeover.

In the case of second-hand goods, the period for exercising the rights to defective performance may be shortened to 12 months; such shortening of the time limit shall be indicated by the seller in the certificate of defective performance obligations or the sales receipt. Seller's right to defect may not be invoked upon expiry of the time limit unless

otherwise agreed by the contracting parties or the seller or the producer provides a specific quality guarantee beyond its statutory obligations.

The buyer will apply his / her rights to defective performance without undue delay after he discovers that the goods is defective. The seller is not responsible for increasing the extent of the damage if the buyer uses it, although he knows the defect. If the buyer applies the defect to the seller rightly, the period for exercising the rights of defective performance does not run for as long as the goods are in repair and the buyer cannot use them for that reason.

The buyer acknowledges that in the event of a replacement of the goods, the new period of time for exercising the right of defective performance is not run. The deadline will be 24 months from the first receipt of the goods after the purchase.

If the seller, beyond the scope of its legal obligations, warrants quality, its application is governed by this complaints procedure, unless the confirmation of seller's obligations of a defective performance (like warranty sheet) or contract stipulates otherwise.

OTHER PROVISIONS

The seller's liability for defects does not apply to wear and tear of the thing caused by its usual use; for things sold at a lower price to a defect for which the lower price has been agreed, for second-hand things to a defect corresponding to the degree of use or wear and tear that the thing had when taken over by the buyer or if it's the nature of the thing.

The right of defective performance does not belong to the buyer if the buyer knew that the thing had a defect prior to the assumption of the thing, or if the buyer caused that defect himself / herself.

The time limit for claiming defects cannot be considered to be the determination of the life of the goods, which differs with respect to the product properties, their maintenance, correctness and intensity of use or the agreement between the buyer and the seller.

Upon the consumer's request, the seller is required to provide the consumer written confirmation of defective performance obligations to the extent stipulated by law (warranty certificate). If the nature of the thing so permits, it is sufficient, instead of the warranty card, to issue to the consumer only a proof of the thing purchase (invoice), which must contain the same data as the warranty card. The warranty card must include the following data:

- the name and surname, resp. the name or registered business name of the seller,
- identification number and the registered office,
- the description of the thing, if possible also serial number if the thing is affixed to it.

If necessary the seller shall explain in the comprehensible manner the content, scope, conditions and duration of its liability, as well as the manner in which its rights may be exercised. In the confirmation, the seller shall also indicate that the other rights of the consumer who are bound to the thing purchase are unaffected. Failure to comply with these obligations does not affect the validity of the confirmation. Unless the nature of the thing is resolved, this confirmation may be replaced by a proof of purchase of the thing containing the data in request. The provisions of this paragraph apply in the same way to the entrepreneur, and the warranty card or proof of product purchase in this case is not issued by the seller but by the entrepreneur.

If longer than a legal warranty is provided, the seller will determine the terms and extent of the warranty extension in the warranty card.

The buyer is entitled to withdraw from the contract in all cases specified by law. Withdrawal is effective against the seller from the moment when the buyer's declaration of withdrawal is delivered to him, provided all necessary legal conditions are met. In the case of withdrawal from the contract, the contract is canceled from the outset and contracting parties are obliged to return each other everything they have provided on its basis. In the event of contract cancellation due to the exercise of the rights resulting from the liability for defects, the buyer returns the performance provided by the seller only to the extent objectively possible in the given situation.

CLAIM SETTLEMENT

In the event that the buyer assumes his / her right to demand the removal of the goods defect by repair and in the warranty card, for the purposes of warranty repairs, the goods designated by the entrepreneur are different from the seller, whose registered office or place of business is in the same place as the seller or at the buyer's nearest location, the buyer will apply the right of a warranty repair to the entrepreneur listed in the warranty card. This information may be found in the document replacing the warranty card.

The buyer is entitled to require warranty repair at the seller's premises, if need be in authorized service centers if their list is attached to the goods documentation or if the seller informs him / her about his / her inquiry.

The seller is obliged to give the buyer a written confirmation stating the date and place of the claim, the characteristics of the defect complained of, the buyer's requested way of handling the claim and the way the buyer will be informed about its settlement.

The seller shall be obliged to confirm the buyer in written form the way of settling the complaint and the duration of its claim. The buyer is not entitled without the prior consent of the seller to change the selected method of settlement of the complaint except in the event that the solution chosen by him / her cannot be done at all or in time.

Claims, including the removal of a defect, must be settled without undue delay, no later than **30 working days** from the date of claim submission, unless the seller and the buyer agree for a longer period. Upon expiry of this period, the buyer is granted to have the same rights as if it would be a substantial breach of the contract.

The deadline for complaints settling is suspended if the seller has not received all the materials needed to handle the claim (parts of the goods, other supporting documents etc.). The seller is obliged to request completing the documents from the buyer in the shortest possible time. The time limit is suspended from this date until the buyer supplies the requested documents.

In cases where the goods need to be dispatched to the seller or to the service center, the buyer shall, in his / her own interest, ensure that the goods are packed in suitable and sufficiently protective packaging material, incl. all accessories, meeting the requirements for transportation of fragile goods, and mark the consignment with the appropriate symbols.

The service center (which may also be the seller's premises) after promptly handling the claim shall prompt the buyer to take over the repaired goods.

The buyer is obliged to accept the goods claimed within 30 working days of the day when the claim was to be settled at the latest; after expiry of this time limit the seller is entitled to charge reasonable storage fees or to self-sell the goods to the buyer's account. In this case, the buyer will only receive the difference between the price of the repaired thing and the new thing. For this procedure, the seller must notify the buyer in advance and provide him / her with a reasonable additional period for takeover of the goods.

The warranty claim becomes extinct in those events specified in Article 22 of General Trade Conditions applicable from the January 1st, 2014.

In the event of withdrawal from the purchase contract or the granting of a discount from the purchase price, the relevant payment shall be returned to the buyer by transfer to the bank account from which the seller received the payment from the buyer or handed in cash at the cashier at the company's office in Uvaly City, post code 25082, 5.kvetna No. 1779 str. if the amount at this time does not exceed the permitted cash limit for cash transactions set by the Czech National Bank.

COMPLAINT COSTS AND SETTLEMENT OF DISPUTES

If the claim is acknowledged to be justified, the buyer shall be entitled to the reimbursement of the expenses incurred in connection with the exercise of his / her right.

In the event that the seller rejects the claim as unjustified, the buyer or, in agreement with the seller, both parties, may contact the forensic expert in the field and request that an independent expert assessment of the defect to be made.

In the absence of an agreement between the seller and the consumer, the consumer may refer to existing systems out of court settlement systems for consumer disputes, above all to:

- the system www.vasestiznosti.cz,
- the European system for resolving cross-border disputes online <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=CS>,
- the the Czech Trade Inspection website www.coi.cz,
- or to the relevant court.

The list of all non-judicial consumer dispute subjects is available at the Ministry for Industry and Trade of the Czech Republic website <http://www.mpo.cz/dokument171389.html>.

EFFECTIVENESS OF THE COMPLAINT PROCEDURE

This Complaint Procedure becomes effective on the January 1st, 2014. Changes of Complaint Procedure are reserved. At the same time, all previous Complaint Procedure Codes that were still valid, incl. all their amendments, are invalidated.