

1. General Provisions

By placing an order or accepting the goods from the company ARTGLASS, the Buyer confirms that they accept these General Commercial Terms and Conditions (hereafter only "GCTC").

These GCTC represent a complete mutual agreement between the company ARTGLASS and the Buyer.

In case that the Buyer refers in the contract to its own GCTC, the contract will be concluded to the extent that the GCTC of ARTGLASS and the Buyer are not in conflict.

All express agreements between contractual parties remain unaffected and have preference over these GCTC.

1.1

The term ARTGLASS refers to the company:

ARTGLASS s.r.o.

Dolní Černá Studnice 45

46821 Pěnčín, Czech Republic

Business ID: 48269743

Tax ID: CZ48269743

Commercial Register Entry: Regional Court in Ústí nad Labem, Section C, Insert 4742

Date of recording: 15 April 1993

1.2

In the case of sub-deliveries, company ARTGLASS bears responsibility for them. To maintain business secrets, the company ARTGLASS does not disclose any information about its sub-delivering partners and hereby reserves the right to maintain confidentiality about these facts.

2. Orders

2.1

Any proposals from the company ARTGLASS are not binding.

ARTGLASS may at any time change the specifications of its products and the range of its own goods offered. This provision does not apply to custom production based on the Buyer's designs. Any changes in custom production must be agreed in writing by the company ARTGLASS and the Buyer.

2.2

The Buyer orders the goods in any form of written communication, including e-mail, letter or internet, communication (Whatsapp, Skype etc.), allowing clear identification of the Buyer. Regardless of the method of communication used when ordering the goods, the order becomes binding (the purchase contract for the delivery of goods is concluded) after ARTGLASS confirms the Buyer's order in writing or at the moment of delivering the ordered goods (if the order is not confirmed in writing). An accepted price order prepared by the company ARTGLASS is also considered a confirmed order.

2.3

The properties of the sample (such as colour, condition, shape and size) listed in catalogues, project books, presentations, brochures, samplers, marketing and sales materials etc. are only binding when expressly mentioned in the order confirmation. However, in any case it applies that variations caused in the manufacturing process, e.g. those in colours, dimensions, weight, shape and quality of the product, which correspond to normal quality and are generally accepted for this type of mass-produced products, are permissible. In the case of glass parts, technological, production and artistic deviations will be taken into account that are natural within glass-making technology and the art of working with glass itself.

2.4

An order confirmed by the company ARTGLASS may not be changed/cancelled by the Buyer unless such change/cancellation is confirmed in writing by the company ARTGLASS. Any changes during the order execution are possible solely in cases specified by the company ARTGLASS.

2.5

ARTGLASS may refuse accepting any order without stating a reason for doing so.

3. Packaging

3.1

The ordered goods will be delivered in appropriate packaging to prevent damage to the goods during transport to the intended destination.

3.2

In the case that packaging is not specifically agreed, the company ARTGLASS will choose the most appropriate and economic one.

3.3

For deliveries abroad, the client or Buyer is obligated to define requirements for possible certification of packages together with the order.

4. Prices

4.1

Prices will be charged according to the pricelist of the company ARTGLASS, confirmed order or concluded contract.

4.2

The listed prices must be understood as EX WORKS prices (with the place specified) pursuant to INCOTERMS 2010, if not agreed otherwise.

4.3

The prices of the products of ARTGLASS do not include possible installation and servicing costs. This service can be provided on request and its price will then be calculated in the offer.

5. Delivery

5.1

Deliveries will be made as EX WORKS (with the place specified) in accordance with INCOTERMS 2010. Delivery dates are subject to an availability schedule or agreement with the Buyer. The delivery term is specified in the order confirmation but it is only a non-binding informative term subject to availability. ARTGLASS is not responsible for failing to meet the delivery time, if not specified otherwise in the contract.

5.2

Partial deliveries are allowed and can be invoiced. Transport insurance and possible customs fees conform to INCOTERMS 2010.

5.3

If the Buyer does not accept the goods, prevents the acceptance or return the goods without any acceptable reasons, they will pay all costs related to logistics, transport insurance, customs fees and any possible additional costs incurred to ARTGLASS due to the failure to accept performance.

6. Payment Conditions

6.1

A payment will be considered as made if the entire sum payable for the benefit of the company ARTGLASS is credited for the benefit of the company ARTGLASS. The Buyer will make the payment according to written instructions from the company ARTGLASS to the bank account designated by the company ARTGLASS.

6.2

If invoices are not paid in time, ARTGLASS has the right to charge to the Buyer interest on late payment at the rate of 0,5 % for each day, applied for the period from the due date of the invoice to the date when the payment is actually made. No requirements from the Buyer extend the due date.

6.3

In the case of payments delay, ARTGLASS has the right, at its own discretion, to postpone or cancel any further deliveries without this step being considered as a breach of the contract.

6.4

The Buyer may not retain any payment for the purchase price or its part as their counterclaim. The Buyer may not deduct their counterclaim from the purchase price without explicit consent of the company ARTGLASS.

6.5

The Buyer may assign their rights and obligations towards the company ARTGLASS only with written consent of the company ARTGLASS.

6.6

In the case of performance pursuant to a concluded purchase contract, it is possible to conclude a retention agreement with specific rules of the particular business case, which will not contradict these GCTC.

7. Ownership Right Reservation

7.1

ARTGLASS keeps the ownership right to all delivered goods until all payment for the goods are credited. The Buyer is obligated to keep such goods separately from the other goods.

7.2

Regardless of the previous provisions, the risk of damage occurrence on the goods will be transferred to the Buyer at the moment of the delivery of the goods.

7.3

The Buyer is entitled to sell the goods under normal business circumstances. The Buyer will keep any proceeds resulting from such sale for the benefit of ARTGLASS separately from other financial funds until all payments for the goods to the

company ARTGLASS are made.

8. Licences and Permits

8.1

If any licences or other authorisations from state authorities are necessary to establish or maintain a commercial relationship, the contractual party having its registered seat in the country requiring them will secure such licenses or permits, if not stipulated otherwise by the laws of the country. If the party obligated to secure them fails to meet this requirement, the other party has the right to withdraw from the contract and claim compensation in the full amount of the damage suffered in connection with the failure to meet this obligation.

9. Claims and Warranties

9.1

ARTGLASS will check whether all goods to be delivered to the Buyer are free of defects, before the goods are dispatched.

9.2

Immediately after the goods are received, the Buyer is obligated to check carefully whether they have any obvious quality defects or whether the delivery contradicts the order (quantity defect).

9.3

Any claims for obvious quality defects or quantity defects must be submitted to the company ARTGLASS no later than 14 days after the goods are delivered. Claims submitted later than 14 days after the goods are delivered may be rejected by the company ARTGLASS.

9.4

The warranty period for hidden defects of the goods is 24 months from the date of delivery of the goods, unless local laws provide otherwise. Claims of hidden quality defects must be submitted without undue delay after such hidden defect has occurred, but no later than at the end of the warranty period.

9.5

This warranty does not apply to minor deviations from product specifications.

9.6

This warranty does not apply to products that were, in ARTGLASS's opinion, subject to normal wear and tear, poor handling, inexpert installation and maintenance, modifications, repair attempts, neglect, misuse or accident. The warranty also does not apply to parts subject to wear or to the life cycle of sources that can be included in the delivery, transformers, batteries etc.

9.7

Claims must be made in writing (via e-mail or letter) and must be supported with a detailed description and relevant documents, or with photographic documentation or video. If the goods are claimed to have defects, the Buyer will submit, at the request of ARTGLASS, defective goods in appropriate packaging to avoid further damage.

9.8

If claims are made for quality defects and they are well-founded and ARTGLASS accepts the claim, then ARTGLASS, in agreement with the Buyer (and if such agreement is not achieved, then of its choice), either repairs the goods or replaces the goods with faultless ones or provides the Buyer with a reasonable discount or refunds the purchase price of the returned

defective goods. If ARTGLASS agrees the return of the goods, such goods will only be accepted in the original packages or with the original package.

9.9

If claims for missing goods are made and ARTGLASS accepts the claim, ARTGLASS will either deliver the goods or issue a credit note for the benefit of the Buyer, at the discretion of the company ARTGLASS.

9.10

ARTGLASS does not assume any other warranties or obligations, if this is not expressly agreed in the contract.

9.11

All warranties apply only to the Buyer. The Buyer may not transfer these warranties or provide warranties on behalf of the company ARTGLASS to any third parties. However, the Buyer may provide their own warranties to his customers.

10. Liability and Damages

10.1

The liability of the company ARTGLASS is limited to direct damage to the goods as such and may not exceed the sum paid by the company ARTGLASS for the goods in question, if not agreed otherwise in writing.

10.2

ARTGLASS will never be liable for any indirect, incidental, extraordinary, consequential or other damage, unless its liability is expressly set by the law in the case of intentional or reckless conduct and/or gross negligence. In this case, the Buyer bears the burden of proof. Unauthorised alteration, failure to comply with the instructions and information provided or disrespect to the normal use of the product and/or other misuse of the goods relieve ARTGLASS of any liability.

10.3

ARTGLASS assumes no liability in connection with further processing or further use of the products by the company ARTGLASS.

10.4

Product specifications and technical instructions are provided according to the best current knowledge of the company ARTGLASS. These specifications and instructions do not relieve the Buyer of the obligation to perform their own tests of the proposed techniques and tests of suitability of the goods for the intended application. The use of the proposed techniques, as well as the application, use and processing of the goods, are the sole responsibility of the Buyer and the Buyer must defend, indemnify and protect ARTGLASS against any and all claims of third parties on the basis of the liability for damage caused by the products or otherwise related to the use of the goods bought by the Buyer and waives all their claims.

11. Force Majeure

11.1

In the case of circumstances that could not be expected at the time of concluding the contract and prevent the company ARTGLASS from performing its contractual obligation, ARTGLASS has the right to delay the performance of duties until the time of the restoration of normal business conditions.

11.2

Only such events that ARTGLASS could not prevent or avert, such as wars, revolutions, strikes, natural disasters, measures of state or local authorities, delays in transport or customs formalities or stoppages in supplies of energy and materials not caused by the company ARTGLASS, will be considered as force majeure cases.

12. Intellectual Property Rights

12.1

ARTGLASS is the owner of the registered word and combined trademarks of ARTGLASS in the Czech Republic, as well as in other countries.

12.2

The Buyer only has the right to use the trademark on the ARTGLASS products and on the packages of the ARTGLASS products for the purpose of identifying these products.

12.3

In addition, the Buyer has the right to use, with written consent from the company ARTGLASS, the ARTGLASS trademarks for labelling showcases or other display places where only ARTGLASS products are offered for sale. This provision also applies to the possible promotion of the ARTGLASS products on a seller website.

12.4

Any other use of trademarks, logos and other intellectual property rights owned by the company ARTGLASS, particularly in connection with products, services, trademarks, logos and other intellectual property rights of the Buyer or third persons, is prohibited.

12.5

The use of any intellectual property rights of ARTGLASS in publications, regardless of the type of publication media, is subject to prior approval from ARTGLASS. Without written consent, such publication is prohibited. This provision also applies to the possible promotion of the ARTGLASS products on a seller website.

12.6

Any technical documentation, plans, drawings, models, samples, brochures, catalogues etc. remain the intellectual property of the company ARTGLASS. They are protected by legal provisions against copying, imitation and unfair competition conduct. By accepting these materials, the Buyer pledges to maintain the confidentiality of the information and not to use these materials for other purposes than those for which they were provided.

12.7

The Buyer may not make any changes of the products, promotion material or packaging of the company ARTGLASS.

12.8

The Buyer pledges to bind their customers and dealers (with the exception of final customers) to comply with these rules of treating the intellectual property of the company ARTGLASS. This provision also applies to the possible promotion of the ARTGLASS products on a seller website.

12.9

ARTGLASS bears no responsibility for any infringement of the intellectual property right of third parties if it occurs in connection with products manufactured or put into operation on the basis of drawings, designs, models and samples, specifications or other production document created by the Buyer. The Buyer must defend, indemnify and protect ARTGLASS against any and all claims of third parties on the basis of the intellectual property rights or otherwise related to the use of the ARTGLASS products bought by the Buyer and waives all claims.

12.10

Broader use of the ARTGLASS trademarks, logos and other intellectual property is granted to Buyers who receive authorisation from ARTGLASS and become Authorised Distributors or Authorised Sellers of ARTGLASS. This provision also applies to the possible promotion of the ARTGLASS products on a seller website.

12.11

The authorisation entitles the Authorised Distributor or Authorised Seller to use, free of charge, the brand and trademarks of ARTGLASS for the purposes of marketing activities to support the sales of the ARTGLASS products pursuant to the General Terms and Conditions for Authorised Distributors and Authorised Sellers. This provision also applies to the possible promotion of the ARTGLASS products on a seller website.

13. Data Protection

13.1

The Buyer agrees with the electronic storage and processing of his data necessary for business transactions for the purpose of the internal use by the company ARTGLASS pursuant to valid legal regulations to protect data, in particular Regulation of European Parliament and of the Council (EU) No. 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, General Data Protection Regulation (GDPR). The information required pursuant to Article 13 is provided by the company ARTGLASS to the Buyer in a separate document Privacy Policy available at www.artglass.cz.

14. Special Conditions for Deliveries of the ARTGLASS components

14.1

ARTGLASS expressly states that not all colours (of glass, trimmings and metals) are available for each item in the product catalogue.

14.2

For items that are not supplied routinely according to the product catalogue and must be manufactured first, the minimum order quantity for an item and size applies for each order item (i.e. also for each colour). For these items, no catalogue or pricelist prices apply and the company ARTGLASS will prepare individual price quotations for the Buyer.

14.3

It must be also noted that there are items available only in certain colours (of glass, trimmings and metals) and no alternative can be offered.

14.4

An integral part of the currently valid GCTC with respect to complaints concerning the ARTGLASS components and products is the Complaint Procedure specifying the rights and duties of the Buyer and ARTGLASS and detailing and describing principles and procedures of processing complaints concerning the ARTGLASS components and products. The provisions contained in the Complaint Procedure will prevail over the GCTC provisions in complaints concerning the ARTGLASS components and products.

14.5

The liability of the company ARTGLASS for defects does not apply particularly to any damage caused by fire, water, storage or use of the goods in a insufficiently insulated premises where water, condensation of sea salts or moisture condensation may occur, also by storage or use outside the temperature range of 5 °C do 45 °C, damage caused by a third party's intervention without prior consent of the seller or intervention in contradiction to the instruction for use, technical standards or

safety regulations, negligent behaviour of a third party, unprofessional handling by the Buyer or a third party, contradicting the instructions for use, technical standards, failure to meet the procedures specified in the installation and maintenance manual, also by interfering with the fastening or securing elements of the lighting fixture, as well as by damaging the product by insufficient or excessive electric current in the electricity distribution network or using wrong voltage or connecting to forbidden energy sources.

15. Special Conditions for Supplies of Project Lighting Fixtures

15.1

In the case of goods delivered on the basis of a SHDRW (technical and sales drawing) or an approved visualisation confirmed by the customer, the goods will be delivered in accordance with this technical and sales drawing. Any modifications required by the customer will be charged in addition to the purchase price. Project lighting fixtures are subject to different quality requirement due to their singularity and uniqueness.

15.2

In the case of the goods requiring installation, the Buyer is obligated to comply with the instructions provided by the company ARTGLASS in the enclosed installation manual and to respect recommendations for maintenance and care for the lighting fixture.

In the case that installation is a part of the delivery, the Buyer is obligated to:

- a) at their own expenses, provide scaffolding suitable for the product installation or a mobile platform with safety features,
- b) hand the site over to the company ARTGLASS in a condition fit for the installation, i.e. clean, free of dust or any other dirt and with enough space to raise scaffolding or mover the platform. The Buyer will prevent access of unauthorised persons to the installation site to secure safety and property protection. ARTGLASS is not liable for any damage or injury suffered by unauthorised persons due to their presence at the installation site,
- c) stop any other work that may hinder the product installation at the site. If the installation is delayed by other work at the site or failure to start the installation in time, the term of performance will be extended by the number of days of this delay without the right to any contractual fines. In addition, the Buyer will compensate the expenses incurred by the unnecessary presence of the ARTGLASS personnel at the installation site, including their transport to the place of delivery. The Buyer will confirm the readiness of the site (installation date) at least 2 weeks in advance, and in the case of destinations where visas are required, this period is extended by the time for obtaining visas and any work permits,
- d) ensure for the site hanging equipment corresponding to specific properties of the individual lighting fixtures (method and requirements for their fixation are specified in the assembly manual, and in the case of project lighting fixture, in their technical drawing). The Buyer is also obligated to ensure connecting these lighting fixtures to the electrical network by a person who complies with the legal requirement of the country or other international regulations, in accordance with the assembly instructions of the lighting fixture or, in the case of project production, a connection scheme,
- e) ensure and pay adequate accommodation for the ARTGLASS personnel,
- f) ensure for the ARTGLASS personnel any visa and necessary work permits in accordance with local legislation and access to the site,
- g) subsequently pay any additional work related to any additional modification of the lighting fixture beyond the approved documentation, e.g. extending or shortening the hanging equipment of the lighting fixtures, minor modifications of decorative parts, changes in electrical installation etc.
- h) ensure all local permits for the assembly personnel, allowing them to access the installation site, including the health and safety training for the ARTGLASS personnel.

15.3

The Buyer agrees to cover any expenses (bank and related to money transfer or insurance) that may occur outside the Czech Republic in connection with payment that have been or will be made.

16. Final Provisions

ARTGLASS reserves the right to modify these GCTC at any time at its own discretion. All contracts concluded between ARTGLASS and the Buyer are governed by the law of the Czech Republic. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The contractual parties hereby undertake to try to find an amicable settlement of any disputes that may arise from this relationship. If no amicable settlement can be reached, all disputes arising from the contracts concluded between ARTGLASS and the Buyer and in connection with them will be settled by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its rules of proceedings, by a single arbitrator appointed by the chairman of this Court of Arbitration. The parties declare that they will accept the decision of the Court of Arbitration as final and binding. If some points of the GCTC are not completely clear, please consult the company ARTGLASS before concluding any order or contract.

The current GCTC are available at www.artglass.cz.

For professional service please contact us at: customerservice@artglass.cz or at phone: +420 483 369 111.

For professional assistance please contact at sales@artglass.cz.

All related general documents and (general) terms and conditions you can find at: sales@artglass.cz.

Place of business:

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Smetanova 1659/42
46601 Jablonec nad Nisou
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46821 Pěnčín, Czech Republic
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