

## GENERAL TERMS AND CONDITIONS

by company ARTGLASS s.r.o.  
with its registered office at Dolní Černá Studnice 45, 468 21 Pěnčín, Czech Republic,  
Identification number: 48269743, VAT identification number: CZ48269743  
entered in the Commercial Register kept at the Regional Court in Ústí nad Labem, Section C, Insert  
4742

### 1. Introductory Provisions

1.1 These general terms and conditions (hereinafter also "GTC" or "business conditions") govern the relations between the parties of the purchase agreement, ie on the one hand by ARTGLASS s.r.o. with its registered office at Dolní Černá Studnice 45, 468 21 Pěnčín, Czech Republic, IČ: 48269743, DIČ: CZ48269743, entered in the Commercial Register kept at the Regional Court in Ústí nad Labem, Section C, Insert 4742 as the seller (hereinafter referred to as "ARTGLASS" or "Seller ") and on the other hand the Buyer (hereinafter referred to as the " Buyer ").

1.2 These business conditions do not apply to the sale of goods via the online store located at [shop.artglass.cz](http://shop.artglass.cz). The resulting contractual relations concluded through this online store are governed by their own General terms and conditions, which are available at the mentioned online store's website address.

1.3 The resulting contractual relations are concluded in accordance with the legal order of the Czech Republic, even on the assumption that the Buyer's place of residence or registered office is outside the Czech Republic.

1.4 By sending the order, the Buyer confirms that, before concluding the contract, he has read and expressly agrees to these business conditions, the Complaints Procedure and the Personal Data Protection document in the version valid and effective at the time the order was created. All these documents are available on the Seller's website [www.artglass.cz](http://www.artglass.cz) in the Documents section.

1.5 These GTC represent a complete mutual agreement between ARTGLASS and the Buyer. If the Buyer refers to his own GTC in the contract, the contract will be concluded to the extent that ARTGLASS's GTC and the Buyer's GTC are not in conflict.

1.6 Provisions deviating from these business conditions may be expressly agreed between the Seller and the Buyer in the purchase contract, in which case they take precedence over the provisions contained in the GTC.

1.7 In the event that the Buyer is a consumer, relations not regulated in these GTC are governed by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") and Act No. 634/1992 Coll., on consumer protection, as amended. In the event that the Buyer is not a consumer, relations not regulated in these GTC are governed by the Civil Code.

1.8 For the purposes of these business conditions, goods are the Seller's catalog products, i.e. chandeliers and lighting fixtures including accessories and any spare parts. In the case of project (custom) production, the Goods are also considered to be goods according to the first sentence, which,



however, are modified at the Buyer's request or chandeliers and lighting fixtures manufactured purely according to the Buyer's request or proposal.

1.9 The Seller's business address is ARTGLASS, s.r.o., Smetanova 1659/42, 46601 Jablonec nad Nisou, Czech Republic.

1.10 Technical service is available via e-mail [customerservice@artglass.cz](mailto:customerservice@artglass.cz) or telephone +420 483 369 111.

## **2. Order and conclusion of the purchase contract**

2.1. Any offers made by ARTGLASS are non-binding. All presentation of the Goods placed in catalogs and other marketing materials is of an informative nature and the Seller is not obliged to enter into a purchase contract regarding these Goods.

2.2. ARTGLASS may change the specifications and assortment of the offered Goods at any time. This does not apply if it is a custom production according to the Buyer's designs. In the event of a change in custom production, mutual written consent of the Seller and the Buyer is required.

2.3. The Buyer orders the Goods by any form of written communication (letter, e-mail, or other communication channels such as WhatsApp, Skype, etc.), which, however, must enable clear identification of the Buyer.

2.4 The order becomes binding and the purchase contract is concluded after ARTGLASS confirms the Buyer's order in writing, or (if there is no written Confirmation of the Order), at the moment of delivery of the ordered Goods. An accepted price offer drawn up by ARTGLASS is also considered a confirmed order, if it was accepted at the time of its validity.

2.5 ARTGLASS may refuse to accept an order without giving a reason.

2.6 The characteristics of the sample (such as color, shape and dimensions) listed in catalogues, sample boxes and other marketing materials are binding only if expressly agreed between the Buyer and the Seller. However, in any case, deviations caused by the production process, e.g. in colors, 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 are also taken into account, which are natural within glassmaking technologies and the art of working with glass itself.

2.7 An order confirmed by ARTGLASS cannot be changed or canceled by the Buyer, unless the change or cancellation of the order is approved in writing by ARTGLASS. Possible changes during the execution of the order are possible only in cases determined by ARTGLASS. Depending on the stage of order realization by ARTGLASS, changes or cancellation of the order may require additional costs borne by the Buyer.

## **3. Price of Goods and terms of payment**

3.1 The price of the Goods is determined according to the price lists of ARTGLASS or according to the confirmed order or concluded contract. The listed prices are EX WORKS (agreed place of delivery) in



accordance with INCOTERMS 2020, unless otherwise agreed between the contracting parties. Before placing an order, the buyer is obliged to familiarize himself with the current price lists of ARTGLASS, or request their sending.

3.2 ARTGLASS reserves the right to change the prices of the Goods without prior notice, especially in the event of a change in the exchange rate or significant changes in the prices of the Goods or suppliers' input raw materials. He will notify the Buyer of this fact by e-mail.

3.3 The prices of lighting fixtures are shown without sources (bulbs). If the bulbs are supplied as a gift or completely free with the purchased lighting fixtures, they are considered a promotional item and are not covered by the warranty.

3.4 The prices of ARTGLASS products do not include the costs of their possible installation and maintenance. This service can be provided to the Buyer upon request and its estimated price will subsequently be calculated in a special price offer.

3.5. Unless otherwise stated in the contract, the Buyer is obliged to pay a deposit of 50% of the price of the ordered Goods or services within 14 days of concluding the purchase contract, and the remaining part of the purchase price (including transport costs, if the Buyer requests transportation provided by the Seller) is to be paid by the Buyer before the Goods are dispatched. The deadline for the delivery of the Goods starts from the date of payment of the deposit.

3.6 The purchase price will be considered paid only when the entire purchase price is credited to the Seller's account. The Buyer makes the payment of the purchase price according to written instructions from ARTGLASS to the bank account designated by ARTGLASS.

3.7 If the invoices are not paid on time, ARTGLASS has the right to charge the Buyer interest for late payment, which amounts to 5% p.a. and applies to the period from the due date of the invoice to the date before full payment is made.

3.8 In the event of late payment, ARTGLASS has the right, at its own discretion, to refuse or cancel any supply of Goods or services until the purchase price is paid in full. In this case, such a procedure is not considered a breach of contract.

3.9 On the basis of his counterclaim, the Buyer may withhold payment for the purchase price or part thereof only with the express consent of the Seller.

3.10 The Buyer is not entitled to assign rights and obligations towards ARTGLASS without the prior written consent of the Seller.

#### **4. Packaging and delivery of the Goods**

4.1 ARTGLASS delivers the ordered Goods packaged in such a way as to prevent damage to the Goods during transport to the agreed destination. If the Buyer does not require specific packaging, ARTGLASS will choose the most suitable and economical packaging, taking into account the nature and quantity of the ordered Goods. For deliveries abroad, the Buyer is obliged to define the requirements for possible packaging certification together with the order.



4.2 Goods will be delivered EX WORKS in accordance with INCOTERMS 2020. Delivery dates are subject to agreement with the Buyer. The deadline for delivery is specified in the Order Confirmation, but it is only a non-binding term of an informative nature subject to availability. ARTGLASS is not responsible for failure to meet the delivery deadline, unless otherwise stated in the contract.

4.3 The Seller is entitled to deliver the Goods on time or at any time during the agreed delivery period. Transport insurance and any customs fees are governed by INCOTERMS 2020.

4.4 The Buyer is obliged to accept the Goods. In the event that the Buyer refuses to accept the Goods or prevents their acceptance, or returns the Goods without a valid reason, the Seller has the right to withdraw from the contract due to a material breach of the contract by the Buyer. Withdrawal from the contract does not affect the right to reimbursement of the price for transport, its insurance, and any customs and other costs, if such were incurred.

## **5. Reservation of Ownership**

5.1 Until all obligations of the Buyer towards the Seller have been fully fulfilled, in particular until the purchase price of the Goods has been paid in full, the Goods remain the property of the Seller and the Buyer is not entitled to dispose of them in any way without the consent of the Seller. The Buyer becomes the owner of the Goods only after full payment of the purchase price.

5.2 The risk of damage to the Goods, however, passes to the Buyer as soon as they are taken over. In the event that the purchase price is paid before the actual delivery of the Goods, the Buyer acquires the ownership right to the Goods at the moment of delivery of the Goods.

5.3 The Seller may exercise the right of retention for the Goods until full payment of the purchase price. In such a case, the Seller will notify the Buyer in writing about the retention of the Goods and the reason for it.

## **6. Licenses and Permissions**

6.1 In the event that a situation arises where licenses or any permits are required in the Buyer's country for the delivery of the Seller's Goods, it is the Buyer's duty to obtain these permits or licenses. If the Buyer does not fulfill this obligation, the Seller has the right to withdraw from the contract. If such a situation led to damage, the Seller may request full compensation.

## **7. Special provisions for contracts concluded with the consumer**

7.1 The provisions of this section apply if the Buyer is a consumer and also contains information for consumers in accordance with § 1811 paragraph 2 and § 1820 of the Civil Code.

7.2. In the case of a contract concluded by a distance method or a contract concluded outside the business premises, the consumer will receive the wording of the purchase contract or confirmation of the concluded purchase contract (order confirmation) only electronically.

7.3 The contract can be concluded in Czech or English, unless otherwise stated in the contract.

7.4. The consumer's rights from possible defective performance are governed in particular by the provisions of § 1914 et seq. of the Civil Code. ARTGLASS will issue the consumer with a written



confirmation of the claim, which contains the following information: the date of exercising rights from defective performance, the content of the claim and the required method of handling it. Furthermore, ARTGLASS will issue a confirmation to the consumer about the date and method of settlement of the complaint, and provide written reasons for any rejection of the complaint.

7.5 If the contract was concluded remotely (distance contract) or off-premises, the consumer may, in accordance with § 1829 of the Civil Code, withdraw from the contract within fourteen days from the date of conclusion of the contract or from the date specified in § 1829, paragraph 2 of the Civil Code. The consumer can withdraw from the contract by any clear statement made to ARTGLASS. The consumer can send a written withdrawal from the contract to the business address or by e-mail to the address of the contact person specified in the contract or to the address [customerservice@artglass.cz](mailto:customerservice@artglass.cz). A sample form can be used to withdraw from the contract.

7.6 If the consumer withdraws from the contract, he bears all the costs of returning the Goods to the Seller.

7.7 According to § 1837 of the Civil Code, the consumer does not have the right to withdraw from the contract:

- a) about the provision of services, if they were provided to him in full with his prior consent before the expiry of the period for withdrawing from the contract;
- b) on the delivery of Goods manufactured according to the consumer's requirements or adapted to his needs;
- c) on urgent repair or maintenance that was carried out at a place designated by the consumer at his express request (does not apply to the execution of other than requested repairs or the delivery of Goods other than spare parts necessary for repair or maintenance).

7.8 Assuming that the date of delivery of the Goods or provision of the service was agreed before the deadline for withdrawal from the contract according to the provisions of § 1829 of the Civil Code, it is considered that the consumer expressly agrees to the performance of the contract before the expiry of the deadline for withdrawal from the contract.

7.9 The seller may require the consumer to pay a deposit of up to 100% of the purchase price before providing the agreed performance (Goods or service). If the consumer paid such an advance and subsequently withdrew from the contract before the performance was provided, the Seller is entitled to offset the claim for the return of the price paid or the deposit against the claim for payment of the price of the performance provided or part thereof.

7.10 In the event that a consumer dispute arises between the Seller and the Buyer, which cannot be resolved by agreement, the Buyer hereby acknowledges that he is entitled to submit a proposal for an out-of-court settlement of such dispute. Out-of-court settlement of consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: [www.coi.cz](http://www.coi.cz). The online dispute resolution platform located at the internet address [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) can be used to resolve disputes between the Seller and the Buyer from the purchase contract.



## **8. Warranty period, rights from defective performance and exemptions from liability for defects**

8.1 The Buyer makes sure that before purchasing the Goods, he correctly defines his needs and thus the purpose, size and type of the ordered Goods. Only Goods correctly defined by the Buyer in terms of size, function and design can fulfill the expected utility values and the purpose of the purchase.

8.2 The Seller is liable to the Buyer for defects in the Goods that the Goods have at the time when the risk of damage to the Goods passes to the Buyer, as well as for later arising defects caused by the Seller's breach of duty.

8.3 Before dispatching the Goods, the Seller makes every effort to maintain the high quality of the offered Goods and checks that they are free of defects. However, there may be a situation when the Goods are damaged during transport, in case of such damage the Buyer must write a complaint protocol with the carrier. This is a necessary condition for the recognition of a claim for damage during delivery by the carrier. Without a complaint protocol, the Buyer is not entitled to new Goods.

8.4 After receiving the Goods, it is the Buyer's duty to check them carefully and without undue delay to inform the Seller of any obvious defects, whether qualitative or quantitative. The Buyer is obliged to immediately notify the Seller in writing of obvious defects in the Goods, but no later than within 14 days after the Buyer, exercising professional care, should have discovered the defects during the first inspection of the Goods in accordance with § 2104 of the Civil Code. Claims made after 14 days from the delivery of the Goods may be rejected by ARTGLASS.

8.5 The legal warranty period lasts 24 months (2 years) from the date of acceptance of the Goods, unless local laws or the contract stipulate a longer period. Claims for hidden quality defects of the Goods must be asserted without undue delay after the discovery of the defect, but no later than the end of the warranty period. Slight deviations from the product specifications of the Goods are not grounds for asserting rights from defective performance.

8.6 The Seller issues a document, i.e. an invoice or a sales receipt, for each sold Product, which serves as a warranty card and is therefore issued with all the necessary data (e.g. name, price, quantity) that are used for the eventual application of a Complaint.

8.7 In the event that the Goods are not collected in person, then acceptance of the Goods means the moment when the carrier hands over the Goods to the Buyer and the warranty period begins. In the event that the Goods are installed at the Buyer's place by the Seller, the warranty period begins with the signing of the Installation Protocol by the Buyer. In the event of obstacles on the part of the Buyer consisting in the impossibility of installing the lighting fixtures (e.g. construction unpreparedness of the installation site, etc.) that last longer than 3 months from the time of delivery of the Goods, the day following the expiration of the three-month period is considered to be the beginning of the warranty period.

8.8 The Seller does not recognize any right to exercise rights from defective performance, if the defect in the Goods is caused by non-compliance with the conditions specified in these business conditions



or the Complaints Procedure, in the Direction for Use or in the General instructions for the use of lighting fixtures produced by the company ARTGLASS, or by the fact that:

- a) The Goods were damaged by any unprofessional intervention on the part of the Buyer or by an unauthorized service person;
- b) The Goods were improperly serviced by the Buyer or the care of the Goods was neglected;
- c) The Goods were used in conditions that do not correspond in terms of temperature, dustiness, humidity, chemical and mechanical influences to the conditions for using the goods specified by the Seller;
- d) The Goods have been damaged by fire or water or have been stored or operated in areas with water, condensation of sea salts or condensed moisture;
- e) The Goods were stored or used outside the temperature range from 5 °C to 45 °C;
- f) The Goods were damaged during further transportation after they were taken over by the Buyer;
- g) there has been mechanical damage to the Goods;
- h) spare parts other than those recommended by the Seller were used for the repair or maintenance of the Goods;
- i) an intervention was made in the design of the Goods without the consent of the Seller;
- j) defects were caused by improper storage or improper handling of the Goods;
- k) The Buyer concealed the actual number of operating hours and conditions of operation of the Goods;
- l) the defect was caused by an unforeseeable event or force majeure;
- m) the defect was already present on the Goods at the time of acceptance by the Buyer and a discount from the purchase price was negotiated for such a defect;
- n) the Goods are used and the defect corresponds to the level of use or wear and tear that the Goods had when they were taken over by the Buyer;
- o) an unqualified intervention was made to the Goods (e.g. painting or bending) or its parameters were changed;
- p) The Buyer used sources (bulbs) other than those recommended by the Seller;
- q) The buyer made an intervention in the electrical installation of the lamp (e.g. cutting connectors, shortening cables, etc.);
- r) the subject of the complaint are components or assembly units that are subject to normal operational wear and tear (such as the lifespan of sources, transformers or batteries, etc., if they are part of the delivery).



8.9 The moment of application of the complaint is considered to be the moment when the will of the Buyer (exercise of the right from defective performance) is expressed to the Seller, even without the claimed product being delivered to the Seller. The Seller reserves the right to assess the alleged defect of the Goods or assembly unit, which is to be the subject of a complaint. After making a complaint, the Buyer waits for the Seller to contact him to determine whether it is necessary to send the Goods or the defective part to the Seller for assessment. In such a case, the Buyer must pack the Goods or part correctly and appropriately (ideally in the original packaging) so that no further damage occurs during transport to the Seller. The Seller is not responsible for damage caused during transport by incorrect packaging.

8.10 Claims must be made in writing (by e-mail or registered letter to the address of the Seller's premises) and the Seller is entitled to request a description and a photo or video of the declared defect, which will enable him to verify the validity of the claim. In order to easily make a complaint, the Seller's Complaint Form can be used, which is available [here](#) and in which the Buyer also suggests the method of handling the Complaint (repair of the Goods, replacement of the Goods, refund of the purchase price, discount from the purchase price, delivery of the missing Goods). In the event that the Buyer does not submit the information necessary to verify the validity of the claim, the claim is not considered properly applied.

8.11 If all the conditions for acknowledging the claim have been met, the Seller pays the costs of transporting the repaired Goods back to the Buyer's address. If it is not a claim within the framework of the installation carried out by the Seller, the Seller does not cover the costs of disassembling and assembling the Goods. In the event that the Complaint is not accepted, the Buyer may be charged the costs incurred by the Seller in connection with the verification of the validity of the complaint or the repair of the Goods.

8.12 The guarantees provided apply only to the Buyer and he is not entitled to transfer them to third parties. Warranties other than those mentioned above do not apply to the Goods.

8.13 The Seller's liability is limited to direct damage to the Goods, unless otherwise agreed in writing. The Seller is liable for direct damages up to the amount paid for the Goods in question. The seller is not responsible for indirect, incidental, extraordinary or other related damages, unless his liability is established by law in the case of intentional acts or gross negligence.

8.14 Other rights and obligations of the parties related to the Seller's liability for defects are governed by the Seller's Complaints Procedure, which is available at [www.artglass.cz](http://www.artglass.cz) in the Documents section.

## **9. Limitation of the Seller's liability for damage caused to the Buyer entrepreneur**

9.1 In the event of a breach of essential contractual obligations, the Seller is liable to the Buyer entrepreneur only for damage caused by intentional fault or gross negligence of the Seller, its statutory bodies or employees. In the event of a breach of non-essential contractual obligations, the Seller is liable to the Buyer entrepreneur only for damage caused by the fault of the Seller, its statutory bodies or employees, while it is not liable for lost profit. In both cases, the Seller is liable for damage up to the amount of typical damage that could have been foreseen at the time of the conclusion of the purchase contract, but at most up to the amount of the purchase price of the Goods.





## 10. Force majeure

10.1 The contracting parties are not responsible for a delay in the fulfillment of their obligation in the event that the non-fulfillment is caused by the direct effect of force majeure. Force majeure means the effect of objectively unpredictable and objectively unavoidable events (such as war, natural disasters, floods, earthquakes, etc.) that occurred after the conclusion of the purchase contract, which are beyond the control of the contracting parties, or against which the contracting parties cannot take sufficient measures.

10.2 Delay according to point 10.1 is not a breach of the contract, and the deadline for fulfilling the obligation will be reasonably extended by the time when fulfillment is objectively impossible. As soon as the effects or causes of force majeure have passed, the contracting parties are obliged to resume the performance of their obligations.

10.3 The contractual party that invokes force majeure is obliged to inform the other contractual party without delay about the event, its beginning and its likely duration. The moment of termination of this event must be communicated in a similar way.

10.4 The contractual party that invokes force majeure is obliged to document in detail its influence on the fulfillment of the relevant provision of the contract or order and at the same time to take appropriate measures to limit or minimize the consequences of these events and to inform the other contractual party about these measures.

## 11. Intellectual Property Rights

11.1 ARTGLASS is the owner of the ARTGLASS trademarks in the Czech Republic and in other countries. Their use other than that described in point 11.2, including logos and other intellectual property rights, especially in connection with the Seller's products, is prohibited.

11.2 The Buyer may only use the trademark on ARTGLASS products and their packaging to identify these products. The Buyer may also use the ARTGLASS trademarks to indicate the exhibition location where the Seller's Goods are sold exclusively. This provision shall similarly apply to the Seller's website.

11.3 The use of ARTGLASS's intellectual property rights in any publications (including online stores) is prohibited unless ARTGLASS gives its written consent. Changes to ARTGLASS products, packaging or promotional materials are prohibited.

11.4 Models, technical drawings and documentation, catalogs and other materials remain the intellectual property of ARTGLASS and are subject to legal regulation that protects them against copying and imitation. The buyer must maintain the confidentiality of this information if provided to him and use it only for the purpose provided.

11.5 If, in connection with a product manufactured by the Seller based on the Buyer's request (for example, based on a submitted drawing, proposal or other document), there is a violation of the intellectual property rights of third parties, the Seller is not responsible for this violation. The Buyer shall indemnify and hold the Seller fully harmless from all losses, costs or damages of any nature



(whether direct or indirect) that may result from any alleged infringement of third-party intellectual property rights. In this case, the Buyer waives all his claims.

11.6 In the event that the Buyer is not the end customer of the Seller, it is his duty to ensure compliance with the intellectual property rights specified in this section by his customers or distributors, including their online stores.

## **12. Protection of personal data**

12.1 The buyer agrees to the electronic storage and processing of his data necessary for the purposes of negotiating the purchase contract, fulfilling the purchase contract and for the purpose of fulfilling the public obligations of the Seller in accordance with the applicable legal regulations on the protection of personal data, in particular according to the Regulation (EU) 2016/679 of the European Parliament and of the Council 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), (hereinafter referred to as "GDPR").

12.2 The Seller fulfills its information obligation towards the Buyer in accordance with Article 13 of the GDPR related to the processing of the Buyer's personal data by means of a special document which is available at [www.artglass.cz](http://www.artglass.cz) in the Documents section.

## **13. Special provisions for the supply of project lighting fixtures**

13.1 In the case of Goods delivered on the basis of a SHDRW (shop drawing) or an approved visualization confirmed by the Buyer, these Goods will be delivered in accordance with this technical shop drawing or visualization. In the event that the Buyer requests further changes to the Goods after the approval of the documents in accordance with the first sentence, the Seller has the right to charge the Buyer for these Changes in addition to the agreed purchase price. Project lights are subject to different quality requirements due to their uniqueness.

13.2 If the Goods require installation (assembly), the Buyer is obliged to follow the instructions provided by the Seller in the attached Direction for Use or installation manual and the General instructions for the use of lighting fixtures produced by the company ARTGLASS.

13.3. If the Buyer requests the installation of the Goods from the Seller, he is obliged to comply with the Requirements for the installation of lighting fixtures, which the Seller will send to him in advance. In particular, the Buyer is obliged to:

- a. ensure a safe workplace for the installation of lighting fixtures;
- b. to ensure a clean and dust-free area for the installation of lighting fixtures, i.e. in the final state after completion of all construction works, incl. painter's work;
- c. provide suitable scaffolding, or an assembly platform with protection for working at heights, including sufficient space for that scaffolding or the movement of the platform;
- d. prepare anchoring elements for individual lighting fixtures (e.g. hooks, shackles, or possibly winches) in accordance with the technical requirements of the Seller with regard to weight and suspension



system (the method and requirements for fixing the lighting fixtures are shown on the technical drawing called "fixing", which the Buyer will receive well in advance of the installation);

e. prepare electric power supplies for individual lighting fixtures in accordance with the technical requirements of the Seller with regard to electrical wattage and types of lighting sources; and ensure the connection of these lights to the electrical network according to the instructions for use by a person who is authorized for this activity according to the legislation of the country of installation or other international regulations;

f. to ensure the safety and protection of property, prevent unauthorized persons from accessing the installation site; if such persons get to the installation site, the Seller is not responsible for any damages or injuries suffered at the installation site;

g. arrange and pay for accommodation and meals for the Seller's installation team and, if visas or other permits are required for installation and access to the installation site, arrange for them as well, with sufficient time in advance of the required installation date;

h. ensure on-site training of the Seller's installation team on Occupational safety and health (OSH) and Fire prevention and safety training;

i. provide tools that, due to weight or size, cannot be transported to the installation site and back, and to provide spaces for the storage of lighting fixtures, their components and tools during installation;

j. provide an interpreter if needed;

k. to pay the Seller any additional work requested beyond the scope of the approved documentation (modification of decorative parts of light fixtures or shortening or lengthening of hanging accessories);

l. ensure a sufficient number of sources for lighting fixtures, if they are not part of the delivery.

13.4 The readiness of the site for installation according to point 13.3 shall be confirmed by the Buyer to the Seller in writing in sufficient time, the length of which depends on the destination of the installation. The Seller informs the Buyer about the latest deadline for confirming the readiness of the installation site according to the specifics of the given installation.

13.5 In the event that the Buyer finds himself in a delay in the preparation or confirmation of the readiness of the installation site for a safe installation according to points 13.3 and 13.4, the installation deadline is extended by the time for which this obstacle on the Buyer's side lasts. During this period, the Buyer also pays the costs of the installation team's useless presence on site, including transport to the installation site or any other costs incurred by the Seller in connection with this delay. The Buyer is not entitled to a contractual penalty for the duration of the delay caused by him.

## 14. Delivery

14.1 The Buyer may be delivered to the Buyer's electronic address.



## 15. Final Provisions

15.1 Relationships and any disputes that arise on the basis of the contract will be resolved exclusively according to the law of the Czech Republic and will be resolved by the relevant courts of the Czech Republic.

15.2 If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect consumer rights arising from generally binding legal regulations.

15.3 If any provision of the business conditions is invalid or ineffective, or becomes so, the invalid provisions will be replaced by an amendment that is economically and technically closest to the original wording. This also applies to the case of items not regulated by the purchase contract or conditions. The invalidity or ineffectiveness of one provision does not affect the validity and effectiveness of other provisions.

15.4 The seller has the right to change or replace these GTC, especially in the event of a change in related legal standards or a change in the way of trading.

15.5 These terms and conditions take effect on 15 July 2023 and cancel the previous wording of the terms and conditions, including its attachments. The currently valid terms and conditions are available at [www.artglass.cz](http://www.artglass.cz) in the Documents section.

