

## **General Terms and Conditions**

**of HYGGE LIGHTING s.r.o.**

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### **I. Subject and Purpose of the Terms and Conditions**

1. These general terms and conditions apply to the purchase of goods and services from HYGGE LIGHTING s.r.o.
  2. These terms apply to all purchase contracts concluded between HYGGE LIGHTING s.r.o. as the seller and individual buyers. A purchase contract may also be concluded by accepting the buyer's order in accordance with Article II of these terms.
  3. In the event of disputes between the contractual parties concerning purchase contracts that cannot be resolved by mutual agreement within a reasonable time, the parties undertake to adhere to these terms unless explicitly modified by a specific purchase contract.
  4. The parties commit to resolving any disputes fairly and without damaging each other's reputation. They agree to share all necessary information truthfully. In case of irreconcilable or difficult conflicts, they shall act to avoid harm to reputation or financial loss.
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### **II. Essentials of the Purchase Contract**

1. If no separate written purchase contract is concluded, the contract is deemed concluded upon the seller's acceptance of the buyer's order. Upon acceptance, the seller is obliged to deliver the goods in the specified quality and time, and the buyer is obliged to accept the goods and pay the purchase price in accordance with Article III of these terms.
2. The order must contain:
  - a) Identification of the buyer (customer),
  - b) Identification of the seller (supplier),
  - c) Specification of the ordered goods and quantity (units, meters, etc.), and other properties if not standard,
  - d) Purchase price or a reference to its determination (e.g. valid price list),
  - e) Delivery date of the ordered goods.

An order without these details is invalid and does not constitute a purchase contract.

3. Orders can be submitted in writing, by phone, or electronically. Orders sent by fax are always considered written.
  4. An order is binding upon receipt by the seller, who reserves the right to reject it. If the seller does not reject the order within 7 days of receipt, the order is deemed accepted and the seller is obliged to fulfill it.
  5. A written purchase contract is concluded upon signature by authorized representatives of both parties or on the explicitly stated date. The seller agrees to deliver the goods as per the contract or confirmed written orders. The buyer agrees to accept the goods and pay the purchase price in accordance with Article III.
  6. The order must also include specific details such as quantity, design, color, type, equipment, price, and any other clarifying parameters. If exact specifications (e.g., drawings or buyer-defined specs) are missing, the subject of delivery is understood to be as defined in the order using mutually understood terminology.
  7. Delivery dates and deadlines, unless specified in a written contract, will be clarified in individual buyer orders.
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### **III. Pricing and Payment Terms**

1. The price of goods is based on the price list valid on the date of the purchase contract or acceptance of the order. The price list is binding for the relevant period and available upon request from HYGGE LIGHTING s.r.o. Prices are set in accordance with Act No. 526/1990 Coll., on Prices.
2. The price for special equipment not listed in the price list will be agreed upon by the seller and the buyer. In case of doubt, the seller charges the price approved by the buyer, who is obliged to pay it.
3. If goods are delivered in partial shipments, each invoice's due date begins on the date of that delivery, unless the buyer's order specifies otherwise.
4. The price is payable based on invoices issued by the seller. If payment is delayed by more than 5 days, the seller may suspend further deliveries without any penalties. Fulfillment resumes the day after all outstanding amounts are paid.
5. Each invoice must include:
  - a) Invoice number and designation,
  - b) Contract or order confirmation number,

- c) Names, addresses, and identification of the contractual parties,
- d) Description of goods and taxable supply date,
- e) Issue and dispatch date of the invoice,
- f) Due date,
- g) Seller's bank details,
- h) Goods price and VAT rate,
- i) Total invoiced amount.

6. Delivery costs are borne by the buyer. The seller may arrange transport quotes and organize delivery upon buyer's approval. EXW terms apply in such cases.

7. If the agreed price was based on transport, customs, or tax rates valid at the time of ordering, and such rates change before fulfillment, the seller reserves the right to unilaterally adjust the price accordingly.

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#### **IV. Changes to Ordered Goods**

1. Order requirements listed in Article II(2) also apply to any changes.
2. If the buyer requests changes after order acceptance and no new delivery date is agreed, the seller shall deliver modified goods at the earliest possible time. The buyer covers documented costs related to such changes.
3. The seller shall inform the buyer of the new delivery date within 3 days of receiving the change request. If the buyer does not object within 3 days, the new date is deemed accepted.
4. For partial deliveries, the first modified delivery must take place within 4 weeks from order change acceptance.

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#### **V. Delivery Time and Place of Performance**

1. Delivery takes place either at the seller's premises to the buyer's representative or to the first carrier for transport to the agreed location. Delivery is confirmed by a duly completed delivery note.
2. Unless agreed otherwise, the buyer must collect the goods within 48 hours of the seller's request (via letter, phone, or email). Fax requests are considered written. Failure to collect does not constitute a seller's default.

3. Upon delivery, a delivery note must be confirmed by the buyer. If required by the nature of the order, product documentation shall also be provided.
  4. Risk of damage passes to the buyer upon handover or transfer to the first carrier.
  5. If the shipment is damaged (e.g. broken packaging) or quantity is incorrect, a written record must be made with the carrier and a third party and submitted to the seller. Without this, claims for shipping damage are invalid.
  6. Loss or damage after handover to the buyer or carrier does not relieve the buyer from paying the agreed price.
  7. The seller must inform the buyer in advance about the delivery date, transport method, and volume. If goods are delivered outside the seller's premises, the buyer must provide appropriate storage and personnel for receipt. Otherwise, the seller may unload at a suitable location and the risk transfers upon unloading.
  8. Goods will be packed in cartons or other standard packaging.
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## **VI. Warranty Period and Liability for Defects**

1. The seller provides a 24-month warranty for LED luminaires unless agreed otherwise. The warranty is specified on the warranty sheet or invoice. The goods must retain their technical properties and be suitable for intended use. The warranty does not cover goods installed contrary to standards or instructions.
2. The warranty does not apply to consumables such as bulbs, discharge lamps, or separately supplied LED sources and emergency module batteries, which have a 12-month warranty.
3. The warranty begins on the delivery date. For goods requiring specific installation norms, the period starts on the installation date.
4. The seller warrants that goods meet legal and technical quality/safety standards and are free from legal defects. If this warranty proves false, the seller must compensate the buyer for related damages.
5. The buyer must submit written defect claims, clearly specifying issues. The seller must remedy accepted warranty defects promptly, within 30 days unless otherwise agreed. The buyer must cooperate, or the seller is not in default.
6. Remedies may include repair or replacement. If impossible, equivalent goods may be supplied. If not feasible, the buyer may withdraw and request a refund or credit. If not fully paid yet, a proportionate discount may be negotiated.

7. Claims are governed by the current Complaints Policy, attached to these General Terms and Conditions.

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## **VII. Penalties**

1. If the seller delays delivery, the buyer may claim a contractual penalty of 0.05% of the undelivered goods' value per day, including partial deliveries.
  2. No penalty applies if:
    - a) There was a delay in paying previous invoices under Article III(4), or
    - b) The delivery date was changed as per Article IV(3).
  3. If the buyer delays invoice payment under Article III, the seller may charge 0.05% of the unpaid amount per day.
  4. Penalty payment does not affect damage compensation rights or statutory interest, which is 18.25% p.a.
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## **VIII. Protection of the Buyer's Personal Data**

1. All data obtained from orders, contracts, remote communication, or otherwise legally may be collected and processed under Act No. 101/2000 Coll. The seller is the data controller and processes data only within the provided scope for business purposes.
  2. Data is used solely by the seller. Providing data is voluntary. The buyer consents to data processing for purposes related to the purchase contract. Data is kept indefinitely unless consent is withdrawn in writing, in which case the seller will destroy the data.
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## **IX. Final Provisions**

1. Rights and obligations after withdrawal from the purchase contract follow Act No. 89/2012 Coll., Civil Code, as amended.
2. The buyer explicitly agrees to these terms by signing a contract or placing an order.
3. Unless otherwise stated, the Civil Code governs all buyer-seller relations.
4. Individual contractual agreements always take precedence over these terms.

5. These terms are effective as of January 2, 2020. The full text is available at the seller's premises and official website: <http://www.hyggelighting.com> .