



GENERAL BUSINESS TERMS AND CONDITIONS

Information:

Company:	GWL a.s.
Headquarters:	Průmyslová 1472/11, 102 00 Prague 10
Czech Business ID:	27651851
VAT ID:	CZ27651851
Registered in Business Index at City court of Prague, section B, insertion 11525 (further referred as „seller“)	

Contact information of seller:

Delivery address:	GWL a.s. Průmyslová 1472/11 102 00 Prague 10 - Hostivař seller headquarters (further referred as „contact address“)
E-mail address:	sales@gwl.eu (further referred as „contact e-mail“)
Phone:	(+420) 277 007 550 (further referred as „contact phone“)

1. Introductory provisions

- 1.1. These Business Terms and Conditions (hereinafter referred to as “**Terms and Conditions**”) within the meaning of § 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) regulate the relations between the Contracted Parties of the Purchase Agreement concluded via web interface in online stores operated by the Seller. All relations between the Buyer and Seller are governed by the terms and conditions and relations not regulated by the Terms and Conditions, are regulated by the Civil Code and, if the Contracting Party is a consumer, also Act No. 634/1992 Coll., on consumer protection, as amended.
- 1.2. For the purposes of these Terms and Conditions, the following terms mean:
- consumer buyer** – an individual who is not acting in the course of their business or within the independent exercise of their profession when concluding and performing the agreement,
 - business buyer** – any person who concludes an agreement in connection with their own business, production or similar activity or in the independent exercise of their profession, or a person acting on behalf of a business buyer,
 - buyer** – a consumer buyer or business buyer who concludes a purchase agreement with the seller through a web interface in online stores operated by the seller or by some other means of distance communication, which the seller allows,
 - purchase agreement** – purchase agreement, licence agreement, work agreement, service agreement, or other agreement concluded between the seller and the buyer under these terms and conditions,
 - goods** – network elements, LED light sources, batteries, motors, solar panels, cables and other goods listed in online stores operated by the seller,
 - services** – services offered in online stores operated by the seller, especially technical support, service and other similar services.

- 1.3. A Buyer who identifies a Business ID Number when entering identification or billing data is **considered to be a business buyer** for assessment purposes regarding the nature of the relationship between the Seller and the Buyer. The Buyer understands this, agrees with the above-mentioned method of distinction and undertakes not to enter the Business ID Number if they do not act when concluding and fulfilling the Purchase Agreement in the course of their business or in the independent exercise of their profession.
- 1.4. **By sending the order, the Buyer confirms that they have read these Terms and Conditions and the Seller's Complaints Procedure and expressly agrees with them, in the wording valid and effective at the time of sending the order.** The Seller shall send a copy of the Terms and Conditions and the Complaints Procedure to the Buyer together with the order confirmation to the email address specified by the Buyer in the order.
- 1.5. The provisions of these Terms and Conditions form an integral part of the purchase agreement. Arrangements in the Purchase Agreement that deviate from the wording of the Terms and Conditions shall take precedence over the provisions of the Terms and Conditions. The Purchase Agreement is concluded in Czech language, unless the Buyer and Seller expressly agree otherwise. If the Purchase Agreement is made in several language versions, in the event of conflict between the wording of the Purchase Agreement in Czech and another language, the Czech version prevails.

2. Order and Conclusion of the Purchase Agreement

- 2.1. The Buyer may conclude the Agreement by accepting a proposal for conclusion on a web interface operated by the Seller by placing the required goods or service in the basket or accepting a proposal to enter into an agreement using other distance communication means that the Seller allows, such as, by phone or via e-mail. Before the buyer confirms the order, they have the right to change the required goods or services, transport and the payment method for the purchase price, as well as checking all the entered data in the order. Further possible data on individual technical steps leading to concluding the Purchase Agreement arise from the web interface. The Buyer may conclude the Agreement by accepting a proposal for conclusion on a web interface operated by the Seller by placing the required goods or service in the basket or accepting a proposal to enter into an agreement using other distance communication means that the Seller allows, such as, by phone or via e-mail. Before the buyer confirms the order, they have the right to change the required goods or services, transport and the payment method for the purchase price, as well as checking all the entered data in the order. Further possible data on individual technical steps leading to concluding the Purchase Agreement arise from the web interface. **The Purchase Agreement arises at the moment the order's receipt confirmation is sent by the Seller to the Buyer's specified email address, and the seller is not obliged to confirm the received order in this way.** The seller is not responsible for any errors in data transmission.
- 2.2. Presentation of goods placed on the web interface is only of informative nature, it is not an offer by the Seller (i.e. § 1732 of the Civil Code does not apply) **and the Seller is not obliged to confirm the received order regarding these goods presented in this way. If the Seller has not confirmed the Buyer's order, the Seller is not be obliged to deliver the ordered goods or services to the Buyer. The offer labelled "Special Offer" is valid until stocks are sold out or until such an offer is listed on the web interface or until the offer is revoked or updated.**
- 2.3. **If the subject matter of the Purchase Agreement is the service provision, the buyer expressly agrees with the order and explicitly asks the Seller to start the service before the expiry of the 14 day withdrawal period immediately after concluding the Agreement, unless the Buyer states otherwise in the order.**
- 2.4. **If the subject matter of the Agreement is supplying digital content that is not on a tangible medium, the Buyer acknowledges and agrees that such content will be delivered to them before the expiry of the 14 day withdrawal period without delay after the concluding the Agreement, unless the Bbuyer states otherwise in the order.**
- 2.5. The Seller is always entitled to ask the Buyer for additional confirmation, order completion or verification of the Buyer's identity and provide them a reasonable time period. Until the Buyer confirms or completes the order and verifies their identity, the Order or Purchase Agreement is considered ineffective. In the event of any deficiency, especially incomplete or inconsistent data on persons authorised to act on Buyer's behalf, the Seller is entitled to disregard the order.

- 2.6. The Buyer agrees to use distance communication means when concluding the purchase agreement. **The costs incurred by the Buyer when using distance communication means in connection with concluding the Purchase Agreement are borne by the Buyer (especially internet connection costs, telephone costs).** These costs do not differ from the standard rate.
- 2.7. If there is an obvious mistake on the Seller's part when presenting the goods prices on the web interface or during the ordering process, **the Seller is not obliged to deliver the goods to the Buyer at the incorrect price.**
- 2.8. The Seller will notify the Buyer if any goods prices specified on the web interface or during ordering are no longer current. If the Buyer does not agree with the price increase, the Seller reserves the right to withdraw from the Purchase Agreement.
- 2.9. The Buyer may **cancel an order** that has not been confirmed by the Seller by telephone or e-mail at the contact telephone number or email address of the seller. **All orders are binding after the Seller sends the order confirmation to the Buyer's specified email address.** Even a binding order can be cancelled by prior arrangement with the Seller. If the order is not cancelled before shipment and is going to be shipped, the Buyer may require to reimburse shipping costs caused by the order cancellation and return the goods.
- 2.10. The concluded Purchase Agreement is archived by the Seller for at least five years from its conclusion date, however, for a maximum time period in accordance with the relevant legal regulations.

3. Payment Terms and Conditions

- 3.1. Purchase prices are presented as final, including all taxes (e.g. VAT) and fees, except for packaging and delivery costs, which are a separate item specified in the order.
- 3.2. **The Buyer is also obliged to pay the Seller all costs associated with packaging and delivery of goods together with the purchase price, this amount is stated on the web interface and will be specified in the order and in the receipt confirmation.** The purchase price also includes these costs associated with the delivering the goods, Unless expressly stated otherwise.
- 3.3. The payment method of payment shall be stated by the Buyer in the Order (including any other fees related to the selected payment method). As well as those methods listed on the web interface, the buyer has the option to pay the Seller for the purchase price in any of the following ways:
 - cash on delivery or personal collection
 - cashless before goods delivery based on a proforma invoice
 - cashless after goods delivery based on the Seller's issued invoiceThe Seller is entitled refuse payment of goods by cashless delivery. This method of payment is usually reserved for Buyers who concluded the **Business Terms and Conditions Agreement** with the Seller. The Seller is entitled to refuse this payment method on the basis of an issued invoice if they are unpaid due receivables from the Buyer or if the total value of goods or services purchased by the Buyer not paid yet exceeds the amount stated in Annex 1 to these Terms and Conditions.

In addition, the Seller has the right to refuse payment on the basis of an invoice issued to the Buyer, which is registered in a debtors register, has been certified as bankrupt or otherwise found by the Seller to have failed to meet their obligations to any third party. Unless agreed otherwise, the invoice is attached to the goods together with the delivery note.
- 3.4. In the case of a cash payment or cash on delivery, the purchase price is payable upon receiving the goods. In the event of cashless advance payment, the purchase price is due within five working days from concluding the Purchase Agreement. In the case of a payment based on the Seller's issued invoice, the purchase price is due within 14 days of the invoice issue date. The purchase price is paid when the relevant amount is credited to the Seller's account. In the event of cashless payment, the Buyer is obliged to state the variable symbol, which is the order number, when paying the purchase price.
- 3.5. A Business Buyer is obliged to pay the Seller an agreed penalty of 0.05% of the outstanding amount for each day of delay of the purchase price. The Seller's claim for damages incurred by the Buyer due to such delay shall not be affected. The agreed penalty is payable within 10 days of a separately issued invoice.

- 3.6. In the event that the Buyer is in delay with the paying the purchase price, the Seller is entitled to suspend the next Purchase Agreement until the Buyer's has paid for all due obligations.
- 3.7. If the Business Buyer is in default with purchase price payment after expiry of the additional period specified in the Seller's third reminder, the Seller shall be entitled to publish the Buyer's identification data (including their personal data) via the Internet along with the information that the said Buyer is the Seller's debtor; the Buyer hereby agrees to a publication of this kind for an indefinite time period.

4. Delivery Terms and Conditions

- 4.1. The buyer obliged to specify the place and the method of delivering goods when ordering goods or services and this will always be specified in the order.
- 4.2. The following provisions apply to Business Buyers:
 - The Purchase Agreement's place of performance is the seller's premises.
 - With the agreement of the parties, the Seller may arrange for the transport and insurance of goods for the Duration of the transport's.The Buyer is obliged to pay the price of transport and insurance according to the valid tariff of the courier. Delivery of goods to the Buyer is considered to be the handover of goods to the first courier. By delivering the goods the risk of damage to the goods passes to the Buyer.
- 4.3. In the case of cash on delivery or personal delivery of goods, the Seller shall dispatch the goods in stock according to the information given in the Seller's online store and depending on the time of receiving the order. When paying to the Seller's account via bank transfer, the Seller dispatches the goods in stock without undue delay after the purchase price has been credited to the Seller's account. Partial delivery of the ordered goods is allowed, unless stated otherwise in the order.
- 4.4. Out of stock goods are dispatched as soon as possible by the Seller. The Buyer is informed in advance regarding the exact date. If the goods for objective reasons (goods are no longer produced, the supplier has stopped delivering to the Czech Republic, its price or delivery costs have increased significantly) or fulfilment becomes impossible, the Seller will inform the Buyer without delay, and will offer to deliver another product of comparable quality and price. If the Buyer disagrees with the change to the Purchase Agreement, the amount received will be refunded to the Buyer's communicated account for this purpose or to the account that the funds were paid from (if the buyer does not notify the Seller within 5 days) within 15 days.
- 4.5. Before accepting the goods, the Buyer is obliged to inspect the integrity of the goods packaging and notify the courier immediately of any defects. A report will be made on the defects. Unless a defect report is drawn-up, the Buyer loses the claims arising from the goods damaged packaging.
- 4.6. Immediately after receiving the goods, the Buyer is obliged to inspect the goods, in particular to check the number of pieces and their completeness. In the event of a discrepancy, they are obliged to notify the Seller without undue delay, but no later than within 3 working days of receiving the goods. The Buyer is obliged to document the detected defects in an appropriate manner and send this documentation to the Seller together with a notification of the defect.
- 4.7. If the Buyer does not take over or withdraw from the Agreement in accordance with these Terms and Conditions, the Seller is entitled to reimbursement of the costs associated with the delivering and storing, as well as other costs incurred to the Seller due to the Buyer refusing the goods, they also have the right to withdraw from the agreement.
- 4.8. Should it be necessary to deliver the goods repeatedly due to reasons on the Buyer's part or in way other than agreed, the Buyer is obliged to pay the costs associated with such delivery.
- 4.9. **The buyer acquires the title of ownership to the goods by paying the full purchase price (including packing and delivery costs), but not before accepting the goods.** Responsibility for accidental destruction, damage or loss of goods shall pass to the Buyer from the moment of taking over the goods or from the moment that the Buyer was obliged to take over the goods but failed to do so contrary to the Purchase Agreement (i.e. usually when the goods are ready for them to be accept).

5. Withdrawal from the agreement

- 5.1. The Seller is entitled to withdraw from the Agreement at any time, until the Buyer accepts the goods. In such a case, the Seller shall return the purchase price to the Buyer via bank transfer to the account communicated by the Buyer for this purpose or to the account use to pay the purchase price (if the Buyer does not inform the Seller of the appropriate account within 5 days of withdrawal). The Seller is also entitled to withdraw from the agreement if the Buyer is in delay with payment of the goods purchase price.
- 5.2. **The Buyer has the right to withdraw from the Purchase Agreement within 14 days of receiving the goods or their last part.** Withdrawal from the Purchase Agreement must be sent to the Seller's contact address within the time limit according to the previous sentence, to any of the Seller's establishments or registered office or to the Seller's contact email address. Withdrawal from the Agreement can also be done electronically using the standard complaint form, where in the "Description of defects" field, the buyer states: Return of goods within 14 days.
- 5.3. Withdrawal from the agreement referred to in the preceding paragraph is not possible, inter alia, **in the case of a agreement for the supply of goods that have been customised to or for the consumer, and an agreement for the supply of digital content not delivered on a tangible medium, with the Consumer Buyer's consent before the expiry of the withdrawal period, and from the agreement for the provision of services, if they were fulfilled with the Consumer Buyer's prior explicit consent before the withdrawal period's expiry.**
- 5.4. A Business Buyer shall not be entitled to withdraw from the Agreement for goods that have been delivered properly, on time and without defects unless expressly agreed with the Seller.
- 5.5. The Purchase Agreement is cancelled from the beginning in the case of withdrawal from the Purchase Agreement. The goods must be returned to the Seller **(other than cash on delivery, which the Seller does not accept)** within 14 days of withdrawal from the Purchase Agreement to the contact address, to any Seller's premises or to the Seller's registered office. The goods must be returned to the Seller undamaged, unused and unpolluted and, if possible, in its original packaging.
- 5.6. The Buyer shall attach a copy of the delivery note and invoice, if any has been issued together with the returned goods, or with any other document proving the purchasing the goods, and a written statement of withdrawal from the Purchase Agreement and the chosen method for returning money. The statement must also include the buyer's current contact and payment data.
- 5.7. The Seller shall return funds to the Buyer (including delivery costs under clause 5.9 in the case of a Consumer Buyer) received by the Buyer within 14 days of withdrawal. If the Buyer withdraws from the Agreement, the Seller is not obliged to return the funds received to the Buyer before goods are returned to the Seller.
- 5.8. If the Consumer Buyer has chosen a method other than the Seller's cheapest offered delivery method, the Seller shall refund the delivery costs to the buyer corresponding to the cheapest delivery method offered.
- 5.9. Within ten days of the Buyer returning the goods pursuant to paragraph 5.2 of the Terms and Conditions, the Seller is entitled to inspect the returned goods, in particular to determine whether the returned goods are not damaged, worn or partially consumed.
- 5.10. The Buyer acknowledges that if the goods they returned are damaged, worn or partially consumed, the Seller shall be entitled to compensation for damages incurred by the Buyer. The Seller is entitled to unilaterally offset the claim for compensation for damages incurred against the Buyer's claim for refund of the purchase price and the delivery costs.
- 5.11. When returning the goods, the Buyer is obliged to pack the goods in suitable packaging so that does not suffer damage or destruction. The purchase price and delivery costs cannot be refunded for goods substantially damaged or destroyed during transport due to unsuitable packaging.
- 5.12. **The Buyer shall bear the costs of returning goods to the Seller in case of the Buyer's withdrawal from the Purchase Agreement, even if the goods cannot be returned by their normal postal route due to their nature. The Seller shall be entitled to offset the actual costs incurred in returning the goods to the purchase price and the delivery costs to be returned to the Buyer.**

- 5.13. If a gift is provided with the goods, the relevant gift agreement shall be concluded on the proviso that if the agreement is withdrawn by either party, the gift agreement expires and the buyer is obliged to return the provided gift together with the goods. If the return of this gift is not possible, the seller has the right to monetary compensation amounting to the gift's usual price.

6. Responsibility for defects

- 6.1. Conditions for exercising rights from defective performance are contained in the **Complaints Procedure, which is an integral part of the business conditions.**

7. The Parties other rights and obligations

- 7.1. Out-of-court settlement for Consumer Buyer's complaints is provided by the seller via the e-mail address sales@gwl.eu. The Seller will send information regarding settling the consumer's complaint to the consumer's electronic address.
- 7.2. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the appropriate trade licencing office. Supervision for personal data protection is performed by the Office for Personal Data Protection Office. Among other things, The Czech Trade Inspection Authority carries out supervision regarding compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 7.3. The Buyer hereby assumes the risk of changing circumstances within the meaning of § 1765 (2) of the Civil Code.
- 7.4. In the event of a dispute arising from a concluded Purchase Agreement that cannot be resolved with the Parties agreement, the Consumer Buyer is entitled to initiate an out-of-court settlement with the competent authority, the Czech Trade Inspection (www.coi.cz) regarding the consumer dispute. The out-of-court settlement of a consumer dispute is initiated at the Consumer Buyer's request. The application shall be accompanied by proof that the Consumer Buyer has failed to resolve the dispute directly with the Seller, and other documents proving the alleged facts, if available.
- 7.5. In the event of a dispute arising from a concluded Purchase Agreement that cannot be resolved with the Parties agreement, the Seller and the Buyer enter into the local jurisdiction of the court in accordance with § 89a of Act No. 99/1963 Coll. of the first instance for the settlement of disputes, so that the District Court for Prague 10 has territorial jurisdiction if the substantive jurisdiction of the District Court is given and the Municipal Court in Prague if the regional court has the substantive jurisdiction.

8. Personal Data Protection

- 8.1. The Seller is the personal data controller and is authorized to process the Buyer's personal data in accordance with the valid legislation of the Czech Republic and in accordance with the European Parliament and the Council of the EU 2016/679 Regulation dated April 27th, 2016 on personal protection in connection with personal data processing and on the free movement of such data.
- 8.2. Detailed rules on the personal data processing and Buyers rights as data subjects are set forth in the Privacy Policy, which are available here or accessible from the Seller's website.

9. Final Provisions

- 9.1. The content of the Seller's website, all materials contained therein (texts, photographs, images, logos and others), including the web interface software and these Terms and Conditions or textual or visual materials contained in related printed media (promotional leaflets, advertising, etc.) are protected by the seller's copyright and may also be protected by similar third party rights. The content may not be changed, copied, reproduced, distributed or used by the Buyer or any other third party for any purpose without the Seller's written consent. If the Seller's copyright is not respected, the Seller shall proceed in accordance with the relevant legal regulations.

- 9.2. If any Terms and Conditions provision is invalid or ineffective or inapplicable (even due to conflict with consumer protection rights) or if it happens to be so, a provision whose meaning is as close as possible to the invalid provision shall replace the invalid provision. The invalidity or ineffectiveness or inapplicability of one provision shall not affect the validity of the other provisions. Changes and amendments to the Purchase Agreement or Terms and Conditions require written form.
- 9.3. The Seller may change or supplement the wording of the Terms and Conditions. The Contracting Parties' rights and obligations are always governed by the wording of the terms and conditions under which they arose.
- 9.4. If the relationship established by the Purchase Agreement contains an international (foreign) element, then the parties agree that their relationship is governed by Czech law. This is without prejudice to the Consumer Buyer's rights arising from generally binding legal regulations.

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**THESE GENERAL TERMS AND CONDITIONS APPLY FROM SEPTEMBER 1ST, 2019
AND REPLACE THE PREVIOUS GENERAL TERMS AND CONDITIONS.**