

Terms and Conditions of Delivery and Works - TRILUX Ceska republika s.r.o.

1. Price offer

The price offer was prepared including transport to the destination in the Czech Republic. Comment on the assignment and our processing:

The price offer was prepared on the basis of the documents sent by you and the technical solution prepared by us - see the information in the accompanying e-mail.

The price offer was not prepared according to the implementation project documentation.

For these reasons, the number of pieces and thus the final price may vary. After receiving the implementation project documentation, we will be glad to update your price offer, including lighting control calculations.

This price offer is not a complete draft of the purchase contract. After you order the goods on the basis of this price offer within the above-mentioned period of its validity, we will send you a complete draft of the purchase contract or order confirmation, in which we state other requirements that we consider essential for concluding a contractual relationship.

This price offer and the subsequent purchase contract are in accordance with our Delivery Conditions, unless we expressly agree otherwise; the provisions of § 1751 (2) of the Civil Code are excluded.

You accept the conditions of this price offer by ordering goods.

2. Warranty

Warranty for the elimination of defects in luminaires is 24 months.

The warranty for the elimination of defects in electronic transformers is 24 months.

Warranty for other products is based on the warranty periods of the sub-suppliers.

3. Delivery

The delivery time is about 4 to 6 weeks, unless otherwise agreed and can also be made through a selected and agreed wholesaler.

4. Payment terms

Unless the payment term has been agreed separately, payment shall be made in full within thirty (30) days of the invoice date.

5. Recycling charges

The price offer includes recycling charges of luminaires and light sources which are calculated according to the rate

recycling charges. In the event of a change in the announced rate, we reserve the right to make this change during invoicing.

6. Bank guarantee / payment security

TRILUX requires a deposit of up to 100% of the purchase price in the form of a bank guarantee or other form of security if the insurance company refuses to insure against the risk of non-payment at the time of sending the draft purchase contract.

7. No-Re-Export to Russia/Belarus clause

7.1. The Buyer shall not sell, export or re-export, directly or indirectly, any goods supplied under or in connection with this contract which fall within the scope of Article 12g of Regulation (EU) No 833/2014 and Article 8g of Regulation (EU) No 765/2006 to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.

7.2. The Buyer shall use its best endeavours to ensure that the purpose of paragraph 7.1. is not frustrated by third parties in the wider chain of commerce, including potential resellers.

7.3. Buyer shall establish and maintain a reasonable monitoring mechanism to detect behaviour by third parties in the further chain of commerce, including potential resellers, that would frustrate the purpose of paragraph 7.1.

7.4. Any breach of paragraphs 7.1. , 7.2. or 7.3. shall constitute a material breach of a fundamental element of this Contract and the Seller shall be entitled to seek equitable remedies, including but not limited to: a) cancellation of this Contract; b) rescission of this Contract; and c) in the event of a culpable breach, liquidated damages of 100% of the total value of this Contract or the price of the Goods exported, whichever is the greater.

7.5. The Buyer shall promptly notify the Seller of any problems in the application of paragraphs 7.1. , 7.2. or 7.3. , including any relevant third party activities that may frustrate the purpose of paragraph 7.1. . The Buyer is obliged to provide the Seller with information on compliance with the obligations under paragraphs 7.1. , 7.2. and 7.3. within two weeks of simple request.