

General Terms and Conditions

of EMOS spol. s r.o. for the sale of goods for the purpose of redistribution



1. Introductory provisions

- 1.1. These General Terms and Conditions for the sale of goods for the purpose of their further distribution (hereinafter referred to as "Terms and Conditions") govern the relations between EMOS spol. s r.o. (hereinafter also referred to as "Seller") and buyers- entrepreneurs who purchase goods as part of their business activities (hereinafter also referred to as "Buyers"). In the event of a concluded framework purchase agreement or purchase contract (hereinafter referred to as the "Purchase Contract") between the Buyer and the Seller, these Terms and Conditions shall form an integral part of the Purchase Contract, and in the event of a deviating arrangement, the concluded Purchase Contract shall prevail over the wording of these Terms and Conditions. By signing the Purchase Contract, the Buyer confirms that he/she has been acquainted with the wording and content of the Terms and Conditions, including their Annex 1 Complaints Procedure (hereinafter referred to as the "Complaints Procedure"), has accepted them and agrees to them unconditionally.
- 1.2. Where appropriate in the context, these Terms and Conditions may refer to the Buyer or the Seller as a "Party" or collectively as "Parties".
- 1.3. These Terms and Conditions, as well as other documents to which these Terms and Conditions expressly refer, regulate the contractual relationship between the Buyer and EMOS spol. s r.o., on the basis of which the Buyer is entitled to purchase goods from EMOS spol. s r.o. and to resell these goods in the manner described in paragraph 1.1.
- 1.4. These terms and conditions shall become effective between the parties upon conclusion of the purchase contract, in case of doubt at the time of delivery of the goods to the buyer.

2. Ordering goods

- 2.1. The buyer orders goods from the seller's offer, which is available in current catalogues of goods, promotional leaflets or on the company's website www.emos.eu.
- 2.2. All orders will be placed by the buyer using one of the forms listed below:
 - in writing to the postal address of the customer service centre of EMOS spol. s r.o.,
 - by fax to +420 581 261 279,
 - by email to: objednavky@emos.cz,
 - through the sales representative of EMOS spol. s r.o.,
 - via the e-shop <https://b2b.emos.cz/>,
 - via the electronic EDI system,
 - by calling +420 581 261 270-272.
- 2.3. On written, fax and email orders the buyer shall always state:
 - the name of the company with the exact billing and delivery address (if different from the billing address),
 - ID NUMBER, VAT NUMBER,
 - telephone or fax number,
 - specification of the ordered goods (always indicate the order number of the requested goods according to the current catalogue and the number of pieces).
- 2.4. The buyer is obliged to respect the packaging of the goods specified by the seller in the catalogue of goods. Before placing an order, the Buyer is obliged to check the suitability of the goods for his needs or for the needs of end users.
- 2.5. The Seller's offer is non-binding and the Buyer cannot claim delivery of the entire volume of the ordered goods if they are not in the Seller's stock. The Seller shall notify the Buyer of this fact no later than upon delivery of the goods.
- 2.6. Instead of the goods specified in the Buyer's order, the Seller reserves the right to deliver other goods if these goods correspond in all respects to the ordered goods or if they are of higher quality. However, the Seller will not make any significant changes to the goods ordered without the Buyer's consent.

3. Delivery and acceptance of goods

- 3.1. Form of delivery and acceptance of goods:
 - by mail order or other means of transport to the destination,
 - personal collection at the logistics centre EMOS spol. s r.o., Lipnická 2844, Přerov (behind Kaufland, direction Lipník nad Bečvou) only on Mon-Fri from 7 a.m. to 3:30 p.m. The goods can be picked up immediately after processing the order sent by the buyer, picking, checking and dispatch (tel. 581 261 146). Payment for the goods will be made immediately upon receipt of the goods, and the buyer is obliged to provide a person authorized to receive the goods from the seller, who is obliged to prove his authorization.
- 3.2. The deadline for delivery of goods by the Seller to the Buyer is usually 2 working days following receipt of the order by the Seller (by 16:00 on a working day). In individual cases, a shorter or longer delivery period may be agreed.
- 3.3. Delivery and acceptance is deemed to be delivery of the goods to the place of destination, i.e. the Buyer's permanent residence/residence, unless another delivery address is specified in the order.
- 3.4. The Buyer is obliged to inspect the goods upon receipt and any defects detectable during this inspection must be claimed by the Buyer from the Seller or the Seller's contractual carrier immediately upon receipt, or within the time limits and under the conditions set out in the Complaints Procedure. The Buyer confirms the acceptance of the goods delivered to him by the Seller on the tax document (invoice) or on the delivery note of the Seller's contractual carrier by the signature of his representative or authorised employee, including the legible name, surname, function and stamp of the Buyer. By signing, the Buyer acknowledges receipt of the delivery in accordance with the quantity and assortment stated thereon and also confirms that the goods delivered are free from any obvious defects and damage. Any apparent defects or damage or other irregularities in the incompleteness or external damage of the delivered goods shall be recorded by the Buyer on the tax document (invoice) or on the delivery note of the contractual carrier upon receipt of the goods, or at the latest within the time limits and under the conditions set out in the Complaints Procedure.
- 3.5. A tax document (invoice) or a bill of lading, unconditionally confirmed by the Buyer, proves the proper delivery of the goods by the Seller to the Buyer according to the Buyer's order. In the event of a dispute, this shall be the responsibility of the Buyer. After confirmation of proper receipt of the goods, the buyer can no longer dispute any discrepancy between the delivery and the order. In the event of a dispute about the subject matter of the order, the tax document (invoice) or the delivery note confirmed by the Buyer shall be deemed to prove the actual content of the Buyer's order received by the Seller.
- 3.6. In the event of a proper and justified claim by the Buyer in accordance with the Terms and Conditions and the Complaints Procedure, in the case of a claim for incompleteness of delivery according to the delivery note or a mix-up of the assortment incurred by the Seller, further transport costs incurred in this way are covered by the Seller.
- 3.7. In the event of non-acceptance of the ordered delivery by the Buyer, except in cases where the reason for non-acceptance is the application of a legitimate claim, the Seller has the right to require the Buyer to pay a contractual penalty of 10% of the price of the ordered delivery (excluding VAT).

- 3.8. In the case of the buyer's own transport and failure to collect the ordered delivery no later than the next day from the day announced by the buyer in advance, the seller has the right to demand the buyer to pay a contractual penalty of CZK 300,- excluding VAT / 1 pallet carrier, or CZK 100,- excluding VAT in the case of other packaging method for each day of delay.
- 3.9. Confirmation of receipt of the goods in person or by means of a transport service does not affect other legitimate claims of the buyer against the seller, which may arise, for example, due to hidden defects, non-functionality of the delivered goods, etc.
- 3.10. The Seller is not obliged to demonstrate the functionality of the goods to the Buyer during individual purchases.

4. Purchase price and payment terms

- 4.1. The purchase price is based on the Seller's price list, is agreed upon acceptance of the Buyer's order by the Seller and is stated on the tax document (invoice). The prices listed in the price list are wholesale prices excluding VAT. The Seller may provide so-called distributor discounts, which are not listed in the price list.
- 4.2. Payment for the goods can be made in the following ways:
 - payment in cash on delivery to the delivery company
 - payment in advance - based on proforma invoice,
 - payment in the form of invoice payment - according to the terms of the Purchase Agreement.
- 4.3. In the case of payment by invoice, the buyer is entitled to raise any questions or comments on the invoice or delivery note within 2 working days from the date of delivery of the goods. If he fails to do so within the time limit, the invoice shall be deemed accurate, correct, complete and due for payment. If part of the invoiced amount becomes disputed between the parties, the undisputed parts of the invoice must be duly paid according to the due date stated on the invoice.
- 4.4. The Buyer is not entitled to make any unilateral credits, deductions or deferrals against invoiced payments without agreement with the Seller, regardless of any pending disputes or claims.
- 4.5. In case of delay of the buyer with payment of the purchase price, the contracting parties agree on the right of the seller to demand the buyer to pay a contractual penalty of 0.05% of the amount due for each day of delay.

5. Transfer of risk of damage to goods

- 5.1. The risk of damage to the goods passes to the buyer at the moment of delivery of the goods by the seller and their acceptance by the buyer, or at the moment when the seller allows the buyer to dispose of the delivered goods. The Buyer is obliged to inspect the delivered goods immediately upon their delivery, while confirming the completeness and correctness of the delivery by his signature on the invoice or delivery note.

6. Liability for defects

- 6.1. If the seller fails to deliver the goods to the buyer in the agreed quantity, quality and design, the goods are defective. The delivery of goods other than those ordered and defects in the documents necessary for the use of the goods shall also be considered as defects in the goods.
- 6.2. The seller is liable for defects in the goods at the time when the risk of damage to the goods passes to the buyer, even if the defect becomes apparent after that time. The conditions under which the seller is liable for defects are further regulated in the Complaints Procedure.
- 6.3. In the event that the buyer discovers a breach of the packaging upon delivery and acceptance of the goods, he is obliged to make sure that the goods are intact and undamaged. He is obliged to note the detected damage on the invoice or the delivery note, otherwise the right to claim additional claims for such defects shall be extinguished (see also paragraph 3.4.).
- 6.4. When claiming liability for defects against the seller, the buyer is obliged to follow the conditions set out in the Complaints Procedure.

7. Quality guarantee and limitation of warranty conditions

- 7.1. The Seller provides the Buyer with a guarantee for the quality of the goods supplied by him, thereby undertaking that the goods supplied by him will be fit for the usual purpose for which they are intended and that they will retain their usual characteristics for the duration of the guarantee period. The conditions under which the seller provides a guarantee of quality are further regulated in the Complaints Procedure.
- 7.2. The warranty for the quality of the goods is 24 months, unless otherwise specified by the Seller in the Terms and Conditions, the Complaints Procedure or for individual goods.
- 7.3. In the event of defective performance by the Seller, which is covered by the quality guarantee, the Buyer has the right to have the defect removed by repairing the item, if repair of the item is not possible, then the right to have a new item delivered without defects, but if the defect concerns only a part of the item, the Buyer may only require replacement of the part. If the seller is unable to deliver a new item without defects, replace the part or repair the item, the buyer has the right to a reasonable discount on the purchase price or to withdraw from the contract.
- 7.4. The Buyer hereby acknowledges that the costs associated with the return of the goods in the event of the exercise of the rights defined in the preceding paragraph shall be borne by the Buyer.

8. Photographs of goods and use of data about goods published by the seller

- 8.1. Photographs of the goods shown on the online shop, in the catalogue and other materials are illustrative. In most cases, the photographs of the goods are the same as in reality. However, some products are constantly evolving and changing and therefore the available photographs of the goods may differ from reality.
- 8.2. The Buyer is not entitled to use data published by the Seller and related to individual types of goods (in particular photographs of goods, videos, etc.), nor to make such data available or provide it to third parties without prior written agreement with the Seller. In case of violation of this obligation, the Buyer is obliged to pay the Seller a contractual penalty of CZK 10,000 for each day during which the Buyer or persons to whom the Buyer has made the data unlawfully available use the data. The agreement on the contractual penalty shall not affect the claim for damages.

9. Prohibition of publication

- 9.1. The Buyer is prohibited from using for its own use or disclosing for its own purposes any confidential technical, commercial, financial, pricing or other information relating to the Seller which comes to the Buyer's attention in the course of its business, except as the Buyer is authorized to do so under this Agreement.

10. Embargo

- 10.1. The Buyer undertakes to comply with all legal provisions relating to embargoes, sanctions of an economic, commercial or financial nature and other restrictive measures imposed by the Czech Republic, the European Union or other applicable national legislation (hereinafter referred to as "embargoes"). The Buyer further undertakes to obtain all licenses, transport documents and permits required for the resale, export or re-export of the subject products.

General Terms and Conditions

of EMOS spol. s r.o. for the sale of goods for the purpose of redistribution



10.2. Based on the foregoing, the Buyer agrees not to:

- a) export or re-export products covered by this Treaty to a prohibited or restricted country without obtaining all necessary authorisations from the competent authorities of any country that applies export controls;
- b) supply products covered by this Treaty to parties, organisations or entities subject to restrictions by the European Union or any other country, or to parties, organisations or entities which there are reasons to believe are not in full compliance with applicable national or international regulations;
- c) export or re-export products covered by this Treaty for use in industries that are prohibited or restricted under embargo laws and regulations;
- d) issue or collect any financial flows without first notifying and/or obtaining the necessary authorisations from the competent national authorities.

10.3. The Buyer, as the seller/exporter of the products covered by this Contract, shall be solely responsible for compliance with its obligations regarding applicable embargoes and shall indemnify and defend the Seller in the event of any claims or proceedings brought by public authorities or third parties in connection with a breach of the provisions of this Article.

10.4. The Seller is entitled to check that the Buyer complies with the obligations relating to these matters. The Buyer shall, in the ordinary course of business with the Seller, provide upon request any licenses, notices or permits applied for and obtained by the Buyer and information about the identity of the customers to whom the Products are resold, the intended use of the Products and the financial institutions used to collect and issue payments.

10.5. In the event that the Buyer breaches any of its obligations under the Audit and fails to remedy or take positive steps to remedy such breach within three business days of receipt of a written notice to perform, the Seller reserves the right to cancel the relevant Order or terminate this Agreement without such action giving rise to any liability to the Buyer or the End User.

10.6. If the supply of products, services or documentation requires export or import authorization from certain authorities or is prohibited as a result of export/import control legislation, the Seller shall be entitled to suspend its obligations to the Buyer until such authorization is granted or for the duration of such restrictions or prohibitions. In such case, the Seller shall also have the right to cancel the relevant order or terminate this contract without such action giving rise to any liability to the Buyer or the End User.

11. Product recall

11.1. If (a) any public authority recommends or requires the recall of any products or packaging subject to this Contract, or (b) Seller determines that it is necessary to withdraw from distribution and sale any products or packaging subject to this Contract; Seller and Buyer shall, in either case, upon a determination that such products or packaging are contaminated, pose a health or safety risk, violate the rights of third parties, or are otherwise unmarketable, coordinate in a joint effort to immediately cease sales and distribution and/or withdraw all such products or packaging from the market. Where necessary or appropriate, sellers and buyers shall cooperate to recall and/or recover the products in question from all their buyers.

11.2. If the problem was not caused by the Seller, the Buyer shall pay the costs and expenses associated with the recall of the product or packaging in question and shall reimburse the Seller for the reasonable costs and expenses incurred by the Seller in connection with such recall.

11.3. If the problem was caused by the Seller, then the Seller shall pay the costs and expenses associated with the recall of the product or packaging in question and shall reimburse the Buyer for the reasonable costs and expenses incurred by the Buyer in connection with such recall.

11.4. In any case, the buyer undertakes to carefully carry out the recall/removal operations of the product or packaging decided by the seller. The rate of return shall not be less than 95% of the sales of the products in the case of withdrawal of the product or packaging from the market, or 80% of the sales of the products in the case of removal of the product or packaging from the market. The buyer may be held liable if he fails to achieve the above rate in full within the time limit set by the seller.

12. Limitation of liability

12.1. The parties agree, and the Buyer hereby expressly agrees, that the Seller's liability and obligation to pay damages or injury for breach of any of its obligations under this Agreement or arising under law, except for damages caused by willful intent, gross negligence, or the natural rights of man, shall be limited to the amount actually paid by the Buyer to the Seller for the Products that are the subject of the particular claim asserted by the Buyer. The parties further agree, and Buyer hereby expressly agrees, that Seller shall not be liable for any other damages such as lost profits, consequential, indirect or special damages of any nature.

13. General provisions and data protection

13.1. The Buyer is obliged to keep the trademark (original company brand) and packaging in the same condition in which it was received from the Seller when reselling the goods delivered to it under this contract.

13.2. The buyer undertakes to participate actively in the sense of Act No.185/2001 Coll. on waste in informing the consumer (end user) about the method of ensuring take-back by providing information about the relevant operators of collective systems:

- a) Group of electrical equipment No. 1-6:
Asekol a. s., ID No.: 273 73 231, Československého exilu 2062/8, Prague 4 - Modřany, www.asekol.cz
- b) Portable batteries:
ECOBAT s.r.o., ID No. 26725967, with registered office at Soborská 1302/8, 160 00 Prague 6, www.ecobat.cz

For more information on how to ensure the take-back, the buyer can find the tax documents issued by the seller or on the seller's website www.emos.eu.

13.3. Within the framework of the legal relationship arising from the conclusion of the purchase contract, the seller will process personal data about the buyer for the purpose of fulfilling the rights and obligations under the purchase contract. For this purpose, the Buyer's identification data specified in the contract, or contact details, and information relating to the subject matter of the contract (e.g. identification of the goods or services, the method of payment, including payment information such as the bank account number from which the payment was made, etc.) will be processed to the extent necessary. The seller is entitled to process this range of personal data in order to protect his rights in the event of a dispute with the buyer.

13.4. The Seller is entitled to use the Buyer's electronic address and telephone number for the purpose of disseminating commercial communications concerning its own products or services similar to those already provided to the Buyer, pursuant to Section 7(3) of Act 480/2004 Coll., on certain information society services. Similarly, it has a legitimate interest to process personal data in the scope of name, surname and address for the purpose of direct marketing on the basis of prior contact with the buyer. In both cases, this may be done until the buyer expresses his/her disagreement or objection.

13.5. The buyer has the right to ask the seller for information about the processing of his personal data for all of the above purposes. The Seller is obliged to provide the Buyer without undue delay at least with information about the purpose of the processing, the personal data or categories of personal data that are processed, the

recipients or categories of recipients to whom the personal data have been disclosed and information about the nature of automated processing, if the data are used to decide on the rights of the Buyer. A buyer who believes that the seller is processing his or her personal data in violation of the law has the right to object. He may also exercise the right to rectification, erasure, restriction of processing or the right to data portability against the seller.

In any case where the buyer believes that his/her personal data is being unlawfully processed (in particular if the seller does not respond to his/her request for information or for rectification of the situation or the buyer does not agree with the seller's statement), the buyer may lodge a complaint with the supervisory authority, the Office for Personal Data Protection.

13.6. The Buyer undertakes to comply with the applicable legislation on the protection of personal data and to ensure in particular the confidentiality and security of personal data to which he may have access in the course of his dealings with the Seller.

14. Other arrangements

14.1. Both the Seller and the Buyer undertake to fully accept electronic communication, in particular via electronic mail (e-mail) and the Internet, as valid and binding for both parties.

14.2. In the event that one or more provisions of these Terms and Conditions are held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of these Terms and Conditions, which shall be construed as if such illegal, invalid or unenforceable provisions did not exist.

15. Terms of electronic invoicing

15.1. The Buyer may agree in the Purchase Contract to issue and use invoices in electronic form in accordance with Section 26 of Act No. 235/2004 Coll., on Value Added Tax.

15.2. Invoices drawn up in electronic form within the meaning of the conditions set out in this Article 15 shall be deemed to be tax documents for the purposes of the Value Added Tax Act.

15.3. The Parties agree on the following procedures to ensure the authenticity and integrity of the data on the electronic invoices issued under the Purchase Agreement:

- electronic invoices will be issued in PDF format and attachments will be issued in various formats (e.g. doc, xls, tif, etc.),
- the authenticity of the origin and the integrity of the content will be guaranteed by an electronic signature, made in accordance with Section 5 of Act No. 297/2016 Coll., on trust services for electronic transactions, which will be attached to each invoice,
- no party shall interfere with the invoice issued in electronic form or change its content.

Both parties are obliged to ensure proper and legible archiving, authenticity of origin and integrity of the content of electronic invoices for the entire period of their storage.

15.4. The Parties agree that the Seller will send invoices to the Buyer in electronic form to the e-mail addresses specified by the Buyer in the Purchase Agreement. The Buyer declares that it has access to the e-mail address specified in the Purchase Agreement and that it is not blocked from receiving invoices in electronic form from the Seller in the form specified in this Article.

15.5. The Buyer is entitled to change the e-mail addresses specified in the Purchase Agreement by written notice sent to the Seller at its e-mail address, indicating the Buyer's new e-mail addresses. The change of e-mail addresses shall be effective on the third day following the receipt of the Buyer's written notice to the Seller's email address or such later date as the Buyer shall specify in the notice.

15.6. The Seller shall not be liable for damage, loss or incompleteness of the data contained in the invoice in electronic form if the damage, loss or incompleteness of the data was caused by a failure in the communication route when using the Internet. The Seller shall not be liable for damages resulting from the Buyer's poor quality connection to the Internet, from failures in the communication path to the Buyer, or from any other inability of the Buyer to secure the necessary access to the Internet.

15.7. The invoice in electronic form shall be deemed to have been delivered to the Buyer at the moment of its sending by the Seller to the Buyer's e-mail address.

15.8. In the event that the Buyer does not receive an electronic invoice from the Seller, the Buyer is obliged to notify the Seller without undue delay at the e-mail address: objednavky@emos.cz. In case of failure of the Buyer to comply with this notification obligation, the Seller is not obliged to prove the sending of such invoice in electronic form and it shall be deemed to have been delivered. In the event that the Buyer notifies the Seller in accordance with the above that an invoice in electronic form has not been delivered to the Buyer, a copy of the invoice shall be delivered to the Buyer's registered office/residence.

15.9. The Parties consider that the procedure under these terms and conditions is sufficient to ensure that the content of any invoice issued cannot be altered.

15.10. If electronic invoicing is agreed in the Purchase Contract, the Seller is not obliged (except in the case of paragraph 15.8) to send paper invoices issued under the Purchase Contract to the Buyer. However, the Seller is entitled to send any invoice issued under the Purchase Contract to the Buyer in paper form to the Buyer's registered office/residence address, even if electronic invoicing has been agreed in the Purchase Contract.

16. Final provisions

16.1. These Terms and Conditions are valid and effective from the date of their publication on the Company's website www.emos.eu.

16.2. Depending on changes in the relevant legal norms as well as the company's business policy, EMOS spol. s r.o. reserves the right to change the terms and conditions. The company will announce this change and its effectiveness by way of publication on the website www.emos.eu, provided that this change will also be notified by the seller to the buyer in electronic form in writing to the e-mail address specified by the buyer in the purchase contract.

16.3. In the event that the Buyer does not agree with the new wording of the Terms and Conditions, the Buyer is obliged to notify the Seller in writing within 14 calendar days from the date of delivery of the notification e-mail pursuant to paragraph 16.2., whereby this e-mail is deemed to have been delivered at the moment of its dispatch to the e-mail address specified by the Buyer in the Purchase Contract, in the event of disagreement with this change, the Buyer has the right to terminate the Purchase Contract with the Seller. Otherwise, the Buyer shall be deemed to accept the said changes, which shall be further governed by the Parties.

Annex No. 1 - Complaints Procedure

In Přerov, 1 October 2023

Emmanuel Regent
Managing Director of
EMOS spol. s r.o.

This Complaints Procedure of the business company EMOS spol. s r.o., ID No. 19014104, with its registered office in Přerov, Přerov I Město, Lipnická 2844, Postal Code 75002, (hereinafter referred to as the "Seller"). This Complaints Procedure has been prepared in accordance with the relevant provisions of Act No. 89/2012 Coll, Civil Code, is an integral part of the General Terms and Conditions of 1 October 2023 of the Seller and regulates the conditions for the exercise of the right of the buyer - entrepreneur acting within the scope of his business activity (hereinafter referred to as the "Buyer"), from liability for defects (hereinafter referred to as the "Claim"), and applies to claims for goods that have been delivered by the Seller to the Buyer, on the basis of a framework purchase contract or a purchase contract concluded between the Seller and the Buyer (hereinafter referred to as the "Purchase Contract").

1. Introductory provisions and seller's liability

- 1.1. The Seller shall be liable to the Buyer that the goods upon receipt conform to the Purchase Contract, in particular that they are free from defects. In particular, the seller is liable that at the time the buyer took over the goods:
 - the goods have the characteristics agreed between the parties and, in the absence of an agreement, such characteristics as the seller or manufacturer described or the buyer could reasonably expect;
 - it is fit for the purpose for which the seller states it is used or for which a thing of that kind is usually used;
 - the goods are in the appropriate quantity, measure or weight.
- 1.2. The Buyer is obliged to inspect the goods upon receipt and any defects detectable during such inspection shall be reported by the Buyer to the Seller or the Seller's contractual carrier upon receipt, and any apparent defects or damage or other irregularities in the incompleteness or external damage of the goods delivered shall be recorded by the Buyer upon receipt on the tax document (invoice) or on the delivery note of the Seller's contractual carrier, the provisions of Articles 3 and 6 are not affected thereby
- 1.3. The place of filing a claim with the Seller is the Seller's claims department at EMOS spol. s r.o., Lipnická č. 2844, Přerov, Postal Code 750 02, tel: 581 261 281, e-mail: reklamace@emos.cz, the provisions of the preceding paragraph are not affected.
- 1.4. The moment of the claim is the delivery of the goods and the written documents pursuant to paragraph 1.2. and Article 3 to the Seller at the address of the place of the claim or the delivery of the notification to the Seller of the claim to the carrier within the meaning of Article 6.
- 1.5. The Buyer shall have no claims for any costs related to the claim or the possible replacement of defective goods, unless otherwise agreed by the parties in the Purchase Contract.

2. Quality guarantee

- 2.1. The Seller provides the Buyer with a guarantee for the quality of the goods supplied by him, thereby undertaking that the goods supplied by him will be fit for the usual purpose for which they are intended and that they will retain their usual characteristics for the duration of the guarantee period.
- 2.2. The period of guarantee for the quality (warranty period) of the goods is 24 months (unless otherwise specified by the seller for individual goods). The quality guarantee period begins on the date of issue of the tax document (invoice) by the seller for the goods. For goods with a limited lifetime, the quality guarantee period is shortened. A list of goods with a shortened quality guarantee period is set out in Annex 1 to these Complaints Regulations.
- 2.3. The Buyer is obliged to report to the Seller any defects in the goods covered by the quality guarantee without undue delay after their discovery. Any delay and further use of the goods may cause the defect to become more serious and the goods to deteriorate overall, which may be grounds for rejection of the claim, even if it occurred within the period of the quality guarantee.
- 2.4. The quality guarantee is extended by the period during which the goods have been under warranty repair.
- 2.5. Liability of the seller for defects covered by the quality guarantee does not arise in particular if these defects were caused after the risk of damage to the goods has passed by external events and were not caused by the seller or persons with whose help the seller fulfilled his obligation, e.g. defects caused by normal wear and tear, external atmospheric or chemical influences, defects caused by the handling and transport of the goods and defects caused by improper storage, improper use, improper maintenance or improper repair of the goods.
- 2.6. The right to claim under the quality guarantee shall lapse if it is not exercised within the time limits specified in paragraph 2.2.
- 2.7. In the event of an unjustified claim, the quality guarantee period is not extended. The Seller shall also be entitled to charge a flat fee for service, transport and organisational costs incurred in connection with the handling and testing of the goods. The amount of this fee is 200,- CZK including VAT per case.
- 2.8. The quality guarantee cannot be confused with the normal lifetime of the goods, i.e. the period of time for which the goods can last, given their characteristics, the purpose for which they are intended and the variation in the intensity of use, if properly used and cared for. In case of intensive use of the goods, the normal service life of the goods may be shorter than the period of the quality guarantee; the buyer acknowledges this fact by concluding the purchase contract.

3. Complaint procedure

- 3.1. If the buyer discovers that the delivered goods have defects, he/she duly fills in the online complaint protocol (on the seller's e-shop), where it is also possible to monitor the progress of the complaint procedure, or he/she can download and fill in the form offline. Paragraph 1.2. is not affected.
- 3.2. The buyer shall send the completed complaint report including a copy of the purchase document (delivery note, invoice) together with the goods complained of to the address

of the place of complaint, i.e. EMOS spol. s r.o., Lipnická no. 2844, Přerov, Postal Code 750 02. Paragraph 1.2 and Article 6 are not affected.

- 3.3. The Seller is not obliged to accept the subject of performance for complaint in cases where the goods are delivered incomplete, with incomplete or obviously altered documents, without a properly completed complaint report or without a proof of purchase from the Seller or proof of payment. If the Seller decides to accept the claim despite any of the above-mentioned deficiencies and enter it into its information system, it is entitled to reject the claim at any time.

4. Complaint management

- 4.1. The Seller's Complaints Department, after reviewing the documents sent and inspecting the claimed goods:
 - It will acknowledge the claimed defect and deal with it without undue delay.
 - It rejects the claim as unjustified and sends the claimed goods back to the buyer.
 - It will accept the claimed goods for a professional assessment, based on the results of which the claim will either be recognized as justified and settled within the framework of the claim procedure without undue delay or rejected.
- 4.2. The Seller shall notify the Buyer of the manner of settlement of the claim within a reasonable period of time, usually within 30 days from the moment of the claim within the meaning of paragraph 1.4. (in complex cases, usually within 60 days, or in the event that the defect of the product requires testing necessary to detect the defect, within 30 days after the expiry of the period necessary for such testing), in writing or by one of the remote means of communication.

5. Scope of the seller's liability

- 5.1. Liability of the seller for defects will not arise, and therefore the reason for rejecting the claim may be, among other things:
 - If the defect in the goods is demonstrably caused by normal wear and tear or improper use.
 - If the conditions of professional installation have not been observed.
 - If protective seals and stickers have been broken.
 - In the event that the goods have been used in a manner and under conditions that do not correspond to the parameters specified in the documentation for the goods.
 - If the defect is caused by mechanical damage (e.g. a fall), electrostatic charge, weather conditions, natural disaster, etc.
 - If the defect is caused by unprofessional operation, non-observance of the operating and usage instructions, insufficient maintenance, etc.
 - If the defect is caused by wiring to an electrical network that does not comply with the relevant CSN.
 - If the goods are modified in any way by the customer.

6. Claims for shipments damaged by the carrier and quantity differences

- 6.1. The buyer is always obliged to carefully check the condition of the shipment before taking over from the shipping company. Any damaged goods (or sales packaging of the goods) must always be reported by the buyer to the shipping company at the contacts indicated on the shipping label affixed to the export packaging of the received shipment. Paragraph 1.2 is without prejudice to this.
- 6.2. In case of any suspicion of damage to the **pallet shipment**, the buyer is obliged to notify the driver of the transport service of this fact by making a note on the transport note. If the Buyer finds that the goods are damaged, he/she shall inform the Seller at doprava@emos.cz and at the same time file a claim with the carrier within **2 working days** of receipt of the shipment. Paragraph 1.2. is not affected. The carrier shall make a "damage record" of the facts found and shall forward a copy to the buyer and the seller. Only on the basis of these documents (the entry in the waybill and the damage record) can the Buyer claim the consignment damaged by the carrier from the Seller, which is crucial for the positive settlement of the claim by the Seller against the Buyer.
- 6.3. In the case of **parcel shipments**, the buyer can claim the shipment (damaged goods) from the carrier even without a note on the delivery note when receiving the shipment (the goods can be destroyed in the parcel even without damage to the export paper box), in which case the buyer must contact the carrier within 2 working days of delivery of the goods and at the same time inform the seller within the same period at sklad@emos.cz. The carrier will arrange for a "Damage Report" to be drawn up and forwarded to the Seller. Paragraph 1.2 is without prejudice to this.
- 6.4. The Buyer shall be entitled to claim the quantity of the delivered goods (discrepancy between the physical condition of the delivery of the goods and the invoice or delivery note) **within 3 working days** of delivery of the goods at the Seller at sklad@emos.cz, if the Buyer has not already claimed the quantity of the delivered goods at the time of acceptance pursuant to paragraph 1.2.

7. Final provisions

- 7.1. The Complaints Procedure applies to all contractual relations concerning the sale of goods for the purpose of their further distribution, unless other, individual complaint conditions are agreed directly in the purchase contract.
- 7.2. The Complaints Procedure is valid and effective from 1 October 2023.
- 7.3. The Complaints Procedure of EMOS spol. s r.o. is an integral part of the General Terms and Conditions of the Seller and is also published on the website www.emos.eu.

Annex 1 - List of goods with a reduced quality guarantee period

In Přerov on 1 October 2023



Emmanuel Regent
Managing Director of
EMOS spol. s r.o.

Groups of goods with a reduced quality guarantee period

Annex 1 of the Complaints Procedure



Annex 1: Groups of goods with a reduced quality guarantee period

Group of goods	Attain order number (CATEGORY + GROUP)	Quality guarantee in months	Note
Batteries GP NiMH, GP Recyko, GP EkoPower	1032+ 1033+ 1034...	24 months from date of sale	see table "Minimum capacity..."
GP NiMH supplied with chargers	1604	24 months from date of sale	See table "Minimum capacity...."
Lead-acid batteries	1201	12 months from the date of sale	See table "Minimum capacity...."
Lead-acid batteries in rechargeable flashlights	1433	12 months from the date of sale	

The lifetime warranty of the batteries is governed by the relevant applicable standard or TPPA* for the battery types. If the purchaser is unable to provide evidence of the number of charge and discharge cycles, the following table of expected battery wear shall govern the warranty assessment.

Battery types	Minimum capacity in [%] of rated capacity					
	new battery	after 6 months	after 12 months	after 18 months	after 24 months	
NiMH	AAA	>95 %	>70 %	>60 %	>40 %	>30 %
	AA	>95 %	>70 %	>60 %	>40 %	>30 %
	C	>95 %	>70 %	>50 %	>40 %	>30 %
	D	>95 %	>70 %	>50 %	>40 %	>30 %
	9 V	>95 %	>70 %	>50 %	>40 %	>30 %
ReCyko+ / EcoPower	AAA	>95 %	>80 %	>70 %	>60 %	>50 %
	AA	>95 %	>80 %	>70 %	>60 %	>50 %
	C	>95 %	>80 %	>70 %	>60 %	>50 %
	D	>95 %	>80 %	>70 %	>60 %	>50 %
	9 V	>95 %	>80 %	>70 %	>60 %	>50 %
Lead-acid batteries	(1201...)	>95%	>70%	>50%	>40%	>30%

* TPPA - Technical operating conditions of the batteries as specified by the manufacturer